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| NOMBRE D'EMPLOYÉS | <i>44</i> |

Collective Agreement

Between

CHUM Television Toronto

and

Communications, Energy and Paperworkers Union of Canada

Begins:

10/01/2003

Terminates:

10/31/2006

09925(04)

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09925(04)

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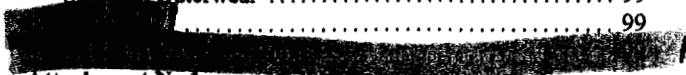
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THIS AGREEMENT executed between

Bravo!, CHUM Television Interactive, Citytv, Drive-In Classics, Fashion Television Channel, MuchLOUD, MuchMoreMusic, MuchMusic, MuchVibe, MuchMoreRetro, SexTV: The Channel, ~~Space~~: The Imagination Station, Star! The Entertainment Information Station, all divisions of CHUM Limited, Pulse 24 Partnership (CP24), a partnership controlled by **CHUM** Limited.

hereinafter referred to as the "Company",

~~Party of the First Part,~~

and

COMMUNICATIONS, **ENERGY** AND PAPERWORKERS UNION OF CANADA (**CEP**)

hereinafter referred to as the "Union",

Party of the Second Part,

ARTICLE 1

Intent

1.1 It is the purpose of this Agreement, in recognizing a common interest between the Company and the Union in promoting the fundamental principles of creativity and innovation in broadcasting and the utmost cooperation and friendly spirit between the Company and its employees, to set

2 _____ **CITYTV**

forth conditions covering rates of pay, hours of work and conditions of employment to be observed between the parties and to provide a procedure for prompt and equitable resolution of grievances. **To** this end, this Agreement is signed in **good** faith by the two **(2)** parties.

1.2 It is recognized that the Company **operates** in a creative **and** innovative fashion, subject at all times to public judgment **and** regulatory authority, that creative work carries a creative responsibility and **that** the unique principles which are a part of the Company's history shall continue in the future, subject to the provisions of this Agreement. It **is** the intent of both parties that this Agreement support and reflect these goals.

ARTICLE 2

Definitions

2.1 Employee - The *term* "employee" **as** used in this Agreement shall mean any person, either male or female, employed in a classification included within the bargaining unit set forth in Article 2.2. It shall further include any person employed in any new job or classification created in the future which the parties agree is **to** be included within the bargaining unit. If the parties are unable to agree, the Company may submit the matter to the Canada Industrial Relations Board for a decision.

2.1.1 When the Company creates **a** new classification within the bargaining unit, the Company shall provide the Union with the following information in writing prior to the posting for the new classification:

- a) Proposed job title
- b) Proposed pay group
- c) Proposed general description of the duties and responsibilities

The Union shall advise the Company, within five (5) working days of receiving the information, of any disagreement with the pay level of the new classification. Postings for new classifications will indicate that the job is a "newly created bargaining unit classification",

2.2 Bargaining Unit - The Company recognizes the Union as the sole and exclusive collective bargaining agent for all employees in the unit set forth in the certification of the Canada Labour Relations Board dated July 10, 1995 or any amendments thereto, as mutually agreed by the parties or as ordered by the Canada Labour Relations Board.

The parties have mutually agreed that employees of the Sales Department and CHUM Television International are excluded from the Agreement. The other excluded positions are as follows:

- Account Executives
- Account Manager
- Accounting Supervisors
- Administrative Assistants
- Administrative Coordinator (Sales)
- Administrator, Business & Regulatory Affairs
- Advertising Manager
- Affiliate Account & Research Manger
- Affiliate Marketing & Communications Coordinator

- Affiliate Sales & Marketing Coordinator
- Affiliate Sales & Marketing Assistant
- Affiliate Sales Coordinator
- Affiliate Sales Manager
- Anchors and Talent
- **Art** Directors
- Arts/Grants Promotion Officer (**BRAVO!**)
- Business Development Manager (Interactive)
- Business Development Specialist (Sales)
- Chief Assignment Editor
- Closed Captioning **Supervisor**
- Comptroller
- Confidential Assistants
- **Contracts** Administrator (Business & Legal Affairs)
- Coordinating Producer
- Coordinator • **Human Resources**
- Coordinator • Media Campaign (Interactive Sales)
- Creative Director, Regional Television
- Creative Directors
- Creative Marketing Coordinator
- **Creative/Production** Editor (CTI)
- Customer Service Representative (CTI)
- Department Unit Managers
- Deputy Chief Assignment Editor (CITY)
- Director - Advertising & Promotions
- Director - Affiliate Sales & Marketing
- Director - Broadcast Technology **CHUM** Television
- Director - Business Affairs and Legal Counsel
- Director - Business Development
- Director • Communications (MM/MMM)
- Director • Communications **and** Promotion
- Director • **Communcations** Bravo/Space/DriveInClassics

- Director - Development (CTI)
- Director - Facilities
- Director - General Production
- Director - **Human** Resources **CHUM** Limited
- Director - Independent Production
- Director - Information **Technology**
- Director - Marketing & Client Services
- Director - Marketing Research
- Director - Music Operations (MM)
- Director - Music Programming (MM)
- Director - New Business Development
- Director - News
- Director - **News** Administration
- Director - News Operations
- Director - News Programming Citytv/CablePulse24
- Director - On-Air Promotions
- Director - Operations Citytv & **CHUM** Specialty
- Director - Operations **MM/MMM/ML/MV/MMR**
- Director - Operations and Engineering
- Director - Production
- Director - Production/Facilities Management
- Director - Program Sales - **CHUM** Television (CTI)
- Director - Programming
- Director - Programming & Acquisitions
- Director - Programming **Data** Systems
- Director - Programming Operations
- Director - Publicity
- Director - Sales & Administration
- Director - Sales & Marketing
- Director - Sales Promotions **and** Commercial Production
- Director - **Security**
- Director - Special Events / Merchandising

- Director - Special Projects CHUM Television
- Director - Sports
- Director - Station Development
- Director - Strategic & Organizational Development
- Director Traffic
- Director - Operations/ **Program** Manager
- Editor-in-Chief/Supervising Producer
- Executive Assistants
- Executive Director - **BravoFact**
- Executive Vice President - Sales and Marketing,
Radio & Television
- Executive Vice President - Television
- Financial Analysts
- General **Sales** Manager
- Group Sales Director
- **Hosts**
- Independent Production Development Officer
- Legal Assistant
- Legal Counsel
- Manager - Accounting
- Manager - Advertising Sales (Interactive)
- Manager - Audio Production
- Manager - Broadcast Engineering
- Manager - Client Services
- Manager - Closed Captioning
- Manager - Communications (**BRAVO** and Space)
- Manager - Communications (MM)
- Manager - Communications - Social Policy
- Manager - Contracts Administration (CTI)
- Manager - Distribution Services
- Manager - Distribution Services (CTI)
- Manager - Engineering

- Manager • General Production
- Manager • **Human** Resources CHUM Limited
- Manager • Help Desk Services
- Manager • Independent Productions
- Manager • Information Technology
- Manager • Information Technology Infrastructure
- Manager • Live Eye Services
- Manager • Maintenance & Building Services
- Manager • Marketing Research
- Manager • Marketing Services
- Manager • Music Clearance
- Manager • **News** Administration
- Manager • News Operations
- Manager • Operations
- Manager • Production (Design)
- Manager • Producer / Writer • Promotions
- Manager • **Program** Operations
- Manager • Programming Operations
- Manager • Promotions
- Manager • Publicity and Public Relations
- Manager • Regulatory Affairs
- Manager • Sales Administration
- Manager • Sales Promotions
- Manager • Special Events / Merchandising
- Managers • Traffic
- Managing Director (Interactive)
- Managing Producer - News Websites
- **Managing** Web Producer
- Marketing Coordinator (CTI)
- Marketing Research Analyst Sr.
- Music Programmer Sr.

-
- National Director Government Affairs -
CHUM Radio & Television
 - News and Program Producers
 - Office Manager
 - On-Air Announcers
 - On-Air Promotions Manager
 - Operations Supervisor/Technical Producer
 - Operations Supervisors
 - Payroll Clerks
 - President
 - President & CEO - **CHUM** Limited
 - Producer - News
 - Producer/ Director
 - Production Coordinator (CTI Creative Services)
 - Production Managers (City)
 - Program Manager (City)
 - Program Manager (CP24)
 - ~~Program~~ Manager (MM)
 - Program Manager (Bravo)
 - ~~Program~~ Operations & Supervisor
 - ~~Program~~ Producers
 - Public Relations Coordinator
 - Publicist
 - Publicist Coordinator
 - Purchasing Manager
 - Purchasing Supervisor
 - Regional Retail Manager - Sales (MM)
 - Reporters
 - Sales & Contracts Coordinator
 - Sales Administration Coordinators
 - Sales and Marketing Assistants
 - Sales and Marketing Coordinators

- Sales Assistant/Coordinator (CTI)
- Sales Assistants
- Sales Associates
- Sales Concierge
- Sales Coordinators
- Sales Executives
- Sales Manager
- Sales Production Coordinators
- Sales Promotions Coordinator
- Sales Promotion Supervisor (Sales & Marketing)
- Sales Promotions Assistant
- Sales Promotions Producers
- Sales Representative
- Sales Service Supervisors
- Security Guard
- Security Representatives (Officers)
- Senior Copywriters
- Senior Creative Director - CHUM Television
- Senior Director Planning & Development (CTI)
- Senior Floor Producers
- Senior Information Officers (CITY)
- Senior Information Officer/Publicist (BRAVO!)
- Senior Music Director - (MM)
- Senior Music Programmer
- Senior News Director (News)
- Senior Producer
- Senior Producer/Creative Director
- Senior Program Executive
- Senior Publicist
- Senior Research Analyst
- Senior Vice-president and General Manager
- Senior Vice President - Programming

- Store Supervisor CHUM Citytv
- Supervising Director
- Supervising Producer
- Supervising Producer/Director Commercial Production
- Supervising Producer, Development/Specials •

CHUM Television

- Supervisor - Administration
- Supervisor - Business Systems
- Supervisor - CHUM/City Store
- Supervisor - ENG/EFP Maintenance
- Supervisor - Film Editing
- Supervisor - ~~Human~~ Human Resources
- Supervisor - Marketing and Publicity
- Supervisor - Marketing and Promotions
- Supervisor - News Administration
- Supervisors Operations
- Supervisor - Production
- Supervisor - Programming Operations
- Supervisor - Promotions
- Supervisor - Sales Administration (MM)
- Supervisor - Security
- Supervisor - System Administrator
- Supervisor - Technical Facilities
- Supervisor - Technical Maintenance
- Supervisor - Web Development (Interactive)
- Systems Administrators (3)
- Systems Maintenance Supervisor
- Traffic Supervisor
- Transmitter Supervisor
- Unit Administrator
- Unit Manager
- Unit Production Manager (Bravo)

- Vice President and General Manager
- Vice President and General Manager •
CHUM Television International
- Vice President and General Manager • CP24
- Vice President and General Manager •
MM/MMM/ML/MV/MMR
- Vice President and General Manager • Space
- Vice President and General Manager • Citytv
- Vice President - Affiliate Sales & Marketing
CHUM Television
- Vice President - Business & Legal Affairs CHUM Limited
- Vice President - Business & Regulatory Affairs
- Vice-President - Communications and Promotions
- Vice-President - Communications and Promotions
CHUM Limited
- Vice-President - Finance and Administration
- Vice-president - National Sales **CHUM** Television
- Vice-President - News Programming
- Vice-President - Planning & Regulatory Affairs
CHUM Limited
- Vice-president - Production
- Vice-President - Production **CHUM** Television
- Vice-president - Programming CHUM Television
- Vice-President - Public Affairs CHUM Limited
- Vice-president - Sales & Business Development (CTI)
- Vice-president - Social Policy and Media Education
- Vice-President - Sales and Marketing
- Videographer
- Web Developer/Planner (Interactive)
- Web Producer (Interactive)
- Web Supervising Producer (CP24)
- Writer in Residence

2.3 Employee Categories and Definitions - All employees covered by this Agreement shall be considered full-time employees of the Company except as hereinafter provided. They shall be probationary employees for a period of three (3) months from the **date** of their employment with the Company. The Company may extend the probationary period up to a total of six (6) months from the date of hiring, and in such event, will discuss the matter with the representative of the Local Union prior to the **end** of the first three (3) month period. The employee and the Union shall be advised of such extension, in writing, and the reasons therefor. During the probationary period or extension thereof, the Company may release the employee for reasonable cause.

2.3.1 Absence **from** work by probationary employees for personal or health reasons shall increase their probationary period by the time absent.

2.3.2 The parties agree that further to Article 2.3, Probationary Employees, in cases where a probationary employee is experiencing performance or conduct problems during his/her probationary period the Company will verbally notify both the employee and the Union of such issues which may affect the employee's standing **with** the Company.

2.4 A part-time employee is defined as a **person** who is employed on a regular or occasional basis or to cover maternity leave, child **care** leave, leaves of absence, vacation leaves, or to work on specific projects or productions of a predetermined length of time not to exceed twelve (**12**) months. Such employees shall be paid on an hourly basis at a rate equal to 1/2080 **as** defined in Article 16.6 of the annual salary of the

wage group to which the employee is assigned. Extension of temporary employment, which requires more than twelve (12) months to complete, shall be agreed to by the union provided that in the circumstances, it is reasonable to do so.

2.4.1 Part-time employees shall be subject to the terms of this Agreement, except for Articles 9, 10, 11 and 13, or as specifically provided for herein. Part-time employees hired on a daily or sporadic basis will not be subject to Article 14, except for Articles 14.2, 14.3, and 14.7 and the articles pertaining to health and safety. With respect to Article 14.7, the part-time employee concerned shall advise the Company that turnaround encroachment would be applicable when called for such assignments.

14.j

(a) Article 9.1 - Company seniority will be applied separately for part-time employees as a group distinct from full-time employees.

Part-time employees shall be probationary employees for a period of 520 hours worked from the commencement of their first employment with the Company. The Company may extend the probationary period up to a total of 1040 hours from the date of first employment and the employee and the Union shall be advised of such extension in writing, and the reasons therefor. During the probationary period, or extension thereof, the Company may release the employee at any time for reasonable cause.

Part-time employees who are subsequently hired as full-time ~~staff~~ without a ~~break~~ in service of more than ninety (90) calendar days, shall receive credit for their total accumulated ~~part-~~ time hours as follows:

i. For employees hired in the classification in which they ~~are~~ regularly performing part-time work, one-half (1/2) of their total accumulated part-time hours shall be credited toward their full-time probationary period, ~~to a~~ maximum credit of two (2) months, and upon successful completion of the remainder of the full-time probationary period, the total accumulated hours worked ~~as~~ a part-time employee shall be credited ~~to~~ their seniority for all purposes.

~~i.i.~~ For employees hired full-time in a classification in which they ~~are~~ not regularly performing part-time work, no ~~part-~~ time hours will be credited to their probationary period, however, upon successful completion of the probationary ~~period~~, the total accumulated hours worked ~~as~~ a part-time employee shall be credited to their seniority for all purposes.

The probationary period for full-time employment begins ~~on~~ the first day the employee is assigned ~~to~~ the new position.

(b) Articles 9.4 and 9.5 - However, when part-time employees ~~are~~ laid off, it is agreed that the following shall be applicable:

1: Part-time employees working on a regular weekly basis shall be given **two (2)** weeks notice in advance of the proposed layoff, or two **(2)** weeks pay in lieu of notice **[based** on the average number of hours worked in the previous thirty (30) days].

2: Part-time employees hired to work on a specific project, child care leave and leaves of absence, vacation or maternity leaves or for a specific period of time shall be considered to have received notice at the time of hiring. Notwithstanding the foregoing the Company may terminate temporary employees under this clause by giving **two (2)** weeks notice or **two (2)** weeks pay in lieu of notice for durations of six **(6)** months or less and if the duration is longer than six **(6)** months the Company may terminate **the** temporary employment by giving four **(4)** weeks notice or four **(4)** weeks pay in lieu of notice.

3: Part-time employees hired on a daily or on a sporadic basis will not require notice of layoff due to the **nature** of their assignment.

4: Article 9.5 shall only apply to part-time employees laid off who qualify under item 1 : above.

(c) Part-time employees shall receive fifty-three **(53¢)** per hour, not to be added to the base rate, for each hour worked in lieu of the benefits contained in Article 11.

(d) Articles 13.1 and 13.1.2 shall apply as to earning vacation credits and scheduling, however, vacation pay will be calculated at the applicable rate under Article

14. F

13.1 **(4)** and will be paid bi-monthly with regular pay and not at the time vacation credits **are** taken. Vacation pay calculation shall not include payments under 2.4.1 **(c)** above.

(e) Article 13.2.1 **(c)** only shall apply with a minimum credit of four **(4)** hours.

14. b
14. c

(f) Article 14.1 shall apply except that part-time employees shall receive a minimum credit of four **(4)** hours per tour of duty, to a maximum of forty-eight **(48)** hours, in any fourteen **(14)** day calendar period commencing at 00:01 a.m. **Monday**. The maximum hours provided above shall not apply when part-time employees are hired for purposes of vacation leaves, maternity or child care leaves, leaves of absence, or if hired for a specific project of a predetermined length of time not to exceed twelve (12) months or for the purpose of training and evaluation for a maximum period of **one (1)** month.

Article 14.3 shall apply except part-time employees shall receive overtime for authorized hours worked in excess of eight **(8)**, ten (10) or twelve **(12)** hours in the work assignment **to** which they are scheduled, or on a "pay period" basis for authorized hours worked in excess of eighty **(80)** hours over each fourteen day calendar period.

(g) Article 15 - However, part-time employees shall receive a meal period in all tours of duty of more than six **(6)** hours and, in such event, such first meal period shall

be exclusive of hours worked. Meal periods shall be assigned in accordance with Article 15.

(h) Article 11.2 - Maternity and Child Care Leave, shall apply.

2.4.2 Students and Volunteer Trainees - Students participating in a recognized educational program or co-operative study program and volunteer trainees may perform functions within the bargaining unit for the purpose of training and learning.

The Company will provide the name of the student or volunteer trainee, and the anticipated start and finish date to the Local Union prior to the commencement of the assignment. The Company will also provide the name of the educational institution or work program, where applicable, and the department or work area in which the student or volunteer will be involved. Such assignment shall not be in excess of six (6) months unless extended by mutual agreement of the parties.

It is agreed between the parties that the Company's first obligation is to provide training and career development opportunities to members of the bargaining unit. It is therefore understood that students and volunteer trainees will not prevent bargaining unit members from participating in training or career development opportunities.

Where the Company assigns the student to assist a member of the bargaining unit as an extra to the normal crew complement, the Company shall designate a member of the bargaining unit with whom the student will work. Should a student be

assigned without the guidance of a member of the bargaining unit, he/she shall be paid the appropriate rate in accordance with this Agreement.

2.4.3 It is agreed and understood that the provisions of Articles **2.4.1** and **2.4.2** above will not be used for the express purpose of eliminating or replacing full-time employees, or to avoid hiring or the recall from layoff of full-time employees. The Company will not consistently use penalty or premium clauses to expressly avoid replacing full-time employees.

ARTICLE 3

Management Rights

3.1 The Union acknowledges that the Company has the exclusive right to manage the affairs of the Company and **retains** all **rights, powers** and authority the Company had prior to the signing of this Agreement, except those specifically abridged, delegated, granted or modified by **this** Agreement. Without restricting the generality of the foregoing, the Union acknowledges that it is the exclusive right of the Company:

- (a) to set the broadcasting policy and broadcasting standards of the Company;
- (b) to hire, promote, demote, transfer and reclassify employees, judge and evaluate personnel qualifications and employee performance; and also the right of the Company to discipline, suspend or discharge any employee for just and sufficient cause, or a probationary employee for reasonable

cause, provided that a claim by an employee that he/she has been demoted, disciplined, suspended or discharged without **just** and sufficient cause, or a probationary employee for reasonable cause, may be the subject of a grievance and dealt with ~~as~~ hereinafter provided.

3.2 The Union further acknowledges the right of the Company to operate and manage its business, control its properties and maintain order of its premises in all respects in accordance with its commitments and responsibilities. The direction of the working forces, the amount and type of supervision necessary, the number and types of machines and technical equipment, ~~procedures~~ and **standards** of operation, the content of programmes, the right to decide on the number of employees needed by the Company at any time, operating schedules and the selection, procurement, design and engineering of equipment which may be incorporated into the Company's places of business, including the change of all or any of the foregoing from time to time, control over all operations, building, machinery equipment, and employees are solely and exclusively the responsibilities of the Company.

3.3 Before implementing new rules and regulations directly affecting the general working conditions, the Company will advise and explain such proposed rules and regulations to the Union.

ARTICLE 4**Union Bights**

1. c

4.1 Dues Checkoff - During the term of this Agreement, the Company agrees to deduct monthly, **an amount** equal to the uniform dues and/or assessments as levied by the Union for each pay **period** (weekly, bi-weekly or semi-monthly, etc.). The deductions **are** to be based on the **gross** earnings for the pay period of every employee in the bargaining unit, beginning with the date of hiring in the bargaining unit. The present rate of deductions is equal to one and two-thirds percent (**1.666%**) of basic pay, and the **same** percentage shall be deducted on all additional earnings. The Company will be notified by registered mail of any changes in the present rate of deductions.

4.1.1 The Company agrees to remit the monies **so** deducted to the Union monthly by cheque. The Company shall remit such dues by the fifteenth of the month following the month for which the dues are deducted. The Company shall provide the Union with a monthly computer disc in an ASCII format detailing the following information:

1. Employee name, address and employment status
2. Gender
3. Classification, salary and seniority
4. The amount of gross dues deducted for each employee.
5. The name of **any** employee who has **left** or joined the Company since the last payment, including the **name** of any employee going on or returning from child care leave.

4.1.2 The Union shall indemnify the Company and save it harmless ~~from~~ any and all claims which may be ~~made~~ against the Company, by any or all employees, for amounts deducted ~~from~~ wages ~~as~~ provided by this article.

4.1.3 Each year the Company will indicate on the T-4 slips issued to employees, the total amount ~~of~~ dues deducted at source and forwarded to CEP.

4.2 Notices to Union - The Company shall mail, or ~~fax~~, and/or e-mail (when documents do not require ~~signatures~~) to the Union at its regional office, ~~and~~ to the Local Union Secretary, one copy ~~of~~ the following:

(a) Within five **(5)** working days, notice by mail or fax of hiring, dismissal, promotion, or demotion of **any** employee within the bargaining unit.

(b) Notice by mail or ~~fax of~~ extension ~~of~~ probationary period, suspension, or any ~~disciplinary~~ action placed on an employee's file within the bargaining unit, unless the employee requests otherwise, in writing, and a copy of this request will be ~~faxed to~~ the Regional Office of the Union within five **(5)** working days.

(c) **Any** notice directed to employees pertaining ~~to a~~ change in ~~the~~ application or ~~agreed~~ interpretation of this Agreement.

(d) The Company will furnish, upon receipt of notification of a desire to negotiate a new Agreement, two (2) copies of seniority records and wage information for employees within the bargaining unit for negotiating purposes.

(e) The Company shall, when notifying a person of his/her acceptance as an employee, provide in writing, the starting rate of pay and the classification to which he/she is assigned. A copy of this notice shall be sent to the Union in accordance with Article 4.2 (a) of this Agreement. The Company shall also include, at the same time, a copy of the current Collective Agreement, which shall be supplied by the Union.

4.3 Union Access to Premises - Representatives of the Union shall have access to the Company's premises to carry on inspections or investigations pertaining to the subject matter of this Agreement, upon reasonable advance notice to the Company. Such investigation or inspection shall be carried on at reasonable hours and in such a manner so as not to interfere with the normal operations of the Company.

4.4 Bulletin Boards - The Company agrees to the posting by the Union on bulletin boards of announcements regarding elections, meetings, Local negotiation developments and internal affairs of the Union, provided such notices are authorized by the Company.

The Company shall ensure that one glass enclosed and locked bulletin board is provided for the postings of all job vacancies, in an area which is convenient and accessible for employees.

4.4.1 The Company agrees to provide space wherein the Union may locate a filing cabinet. Local Union Officers will be given **free access to this cabinet** at all times. The Company shall **not** be responsible for the security or safety of the cabinet or its contents.

4.5 Leave for Union Activities

(a) Upon request by the Union, leave without pay **will be granted to any** employee duly **authorized to** represent employees of this bargaining unit at Executive, Council meetings or Conventions of the Union **and** Labour Education Seminars. A written request for such leave shall be submitted at least twenty **(20)** days in advance. Such leave shall be limited to a total of five **(5)** employees at **any** one time, **and to** a maximum aggregate total of **six** hundred (600) working hours in any calendar year. The **maximum** leave for any individual union official shall not exceed sixty **(60)** working hours and one hundred (100) working hours for an Executive Officer. The company will consider reasonable requests from the union to increase the individual **and/or** aggregate **maximum**. Such leave shall not constitute a **break** in continuity of service in seniority, severance pay, or other benefits under **this** Agreement.

(b) In **order** to attend the CEP National Convention every other year (or every third year) up to five **(5)** employees will be released and the maximum aggregate **total** of working hours may

1. d. 4/LT/LP

1 d. 4/LT/LP

be increased by an additional one-hundred sixty (160) working hours, exclusive of the individual limits in (a) above to attend the CEP National Convention. The Company will be advised of the Convention dates as far in advance as possible. A written request for such leave will be submitted to the Company at least sixty (60) days in advance,

It is understood that operational requirements may prevent the release of particular employee(s) under this article and in such case the Local Union shall be allowed to name an alternate(s)

(c) In addition, up to one (1) employee may accept a full-time elective position with the Union or an official labour body for a period not exceeding two (2) years. Any additional yearly periods may be granted at the Company's discretion upon receipt of a written request from the employee and the President of the Union.

1. cl. 5/LT/AP

Such election shall be certified to the Company by the Union upon the request of the Company. The Company may hire temporary employees to fill the vacancies created by such leave of absence. During the employee's leave and subject to the limitations of the various benefit plans, the employee may continue to participate provided the employee prepays all premiums and contributions. During such leave the employee shall not accumulate seniority for the purposes of annual leave credits and severance pay.

1. d. 1 / LP

4.5.1 Upon request by the Union, the Company agrees to release without **loss** of pay, leave credits **and** other earned benefits, up to five **(5)** employees to attend negotiating sessions with the Company. A written request for such release shall be submitted fourteen **(14)** days in advance of the first meeting. It is recognized that the scheduling of such meetings is subject **to** mutual agreement. The Company shall not be responsible for payment **of** penalties resulting **from** changes of shift to enable the release of such employees.

4.5.2 In addition to any leaves under this article, the Company agrees to release without pay, but with no loss of leave credits **or** other earned benefits, up to five **(5)** employees for up to **two (2)** days each, upon request of the Union, and where reasonable regarding operational requirements, **to** attend preparatory meetings prior to collective bargaining. A written request for such release **shall** be submitted fourteen **(14)** days in advance of the requested day **off**.

ARTICLE 5

Non-Discrimination

5.1 The parties hereto mutually agree that no employee shall be interfered with, restrained, coerced or discriminated against because of membership, or lack of membership, or **by** reason of any lawful activity, or lack of activity on behalf of the Union. The Company will not discourage membership in the Union, or attempt to encourage membership in another Union.

5.1.1 A member of the Union employed in a supervisory capacity shall not be held accountable to the Union for any action taken when carrying out supervisory duties on behalf of the Company. This shall not be construed to prevent the filing of a grievance by any member of the bargaining unit in respect of actions taken by the Supervisor.

5.2 Employees shall enjoy equal rights under this Agreement, regardless of age, sex, sexual orientation, marital status, colour, race, ethnic or national origin, or religious or political affiliation.

5.3 (a) The Company shall maintain a working environment which is free from harassment, including personal harassment, sexual and/or racial harassment as outlined in the Canadian Human Rights Act. The Company policy is printed at the back of the Collective Agreement for information purposes and shall act as a guide to employees in adhering to legal and social guidelines regarding the recognition and prevention of harassment.

Procedure - Any employee who believes that he/she has been subject to harassment is encouraged by the parties hereto to file a complaint in accordance with the Policy. The Regional Office of the Union will be advised by fax within five (5) working days of receipt of any written complaint filed by, or against any member of the bargaining unit. The Company will only be required to provide the name(s) of any bargaining unit member concerned.

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(b) The Company ~~may~~ amend the Policy from time to time to comply with Federal regulations. In the event that the Company proposes to amend the policy in a substantive manner, (other than for purposes of compliance with legislation) it shall discuss such ~~changes~~, amendments and revisions with the representatives of the Union at a joint ~~management/union~~ meeting for this purpose. The Union will be allowed to make recommendations to the Company at such a meeting and immediately thereafter.

ARTICLE 6

No Strike Clause

6.1 The Union will not cause nor permit its members to cause, nor will any member of the bargaining unit take part in a slowdown or a strike, either a sit-down or stay-in or any kind of cessation of work or in any other kind of strike or any other kind of interference or any work stoppage whatsoever, either total or partial, while this Agreement is in force. The Company will not ~~cause~~ nor permit its employees to cause, engage in or permit, a lockout of any of its employees within the bargaining unit while this Agreement is in force.

6.2 The Company will not require any employees to perform the duties of ~~any~~ other person who is engaged in a lawful strike, expressly for the purposes of strike breaking, or to originate a programme or programmes expressly for the purpose of strike breaking.

1, b. 1

6.3 An employee shall have the right to refuse to go to any television station, transmitter site or a location where a legal strike or lockout of persons whose functions are similar to those covered by this Agreement is in progress. Such refusal shall not be considered grounds for disciplinary action, except that ENG, EFP and Live Eye employees will be required to perform their news functions.

ARTICLE 7

Grievance Procedure

7.1 It is mutually agreed that it is the spirit and intent of this Agreement to adjust, as quickly as possible, grievances arising from the application, administration, interpretation or alleged violation of this Agreement.

7.2 The parties recognize that any employee may present a personal grievance to the Company at any time. Any such grievance shall be subject to consideration and adjustment, as provided in the following articles on grievance procedure.

7.2.1 Where an employee has a grievance of an individual nature the employee shall first discuss the matter with the immediate supervisor or Department Manager with the object of resolving the grievance. An employee may have a Union Steward assist in this discussion.

7.2.2 A grievance shall be submitted no later than ten (10) days following the date from which the employee became aware or should have become aware of the event or circumstances giving rise to the grievance,

Step 1: The grievance shall be reduced to writing, stating the nature of the grievance and the remedy sought. The written grievance shall be submitted to the appropriate Department Manager for consideration. A written response shall be made to the employee, with a copy to the Union, within ten (10) days,

See art. 7.6.

Step 2: In the event that the grievance is not recorded ~~as~~ settled within ten (10) days of the written response in Step 1, the grievance shall be referred to the General Manager or his designee for investigation and consideration. For this purpose the General Manager or his designee shall meet within ten (10) days with the Local Grievance Committee consisting of not more than ~~three~~ (3) members. Every effort will be made to settle the grievance at one meeting but it may be that additional meetings ~~may~~ be held by mutual agreement of the parties if it appears to be necessary to obtain further information or for other major considerations.

Step 3: If the grievance is not recorded ~~as~~ settled within ten (10) days ~~after~~ the final meeting described in Step 2, the grievance shall be referred to the General Manager, or his designee, and the Union ~~office~~ for further discussion and consideration.

Step 4: In the event that the representatives of the Company and the Union cannot reach agreement, either party may, upon notice by registered mail or fax to the other, but no later ~~than~~ twenty (20) days after the final meeting in Step 3, submit the grievance to final and binding arbitration. ~~Within~~ the next following ten (10) days of the said notice, the parties, by way of their representatives, shall ~~agree~~ on the naming of a sole arbitrator. If the parties are unable to agree on the selection of

an arbitrator within the said ten (10) days delay, the Federal Minister of Labour may be requested by either party, within the next following ten (10) days to appoint the arbitrator.

The cost and/or expense of such arbitration shall be borne equally by the Company and the Union, except that no party shall be obligated to pay the expenses of stenographic transcript without express written consent.

7.3 An arbitrator to whom any grievance may be submitted, in accordance with this article, shall have jurisdiction and authority to interpret and apply the provisions of this Agreement insofar as it shall be necessary to the determination of such grievance, but shall not have jurisdiction or authority to change, modify, extend, amend or alter in any way the terms of this Agreement.

7.3.1 If it is determined by the arbitrator that any employee has been suspended or discharged or otherwise disciplined and that the disciplinary measure has resulted in the discipline, suspension or the discharge of an employee, the arbitrator may change or amend such penalty and give an award that seems just and reasonable in all circumstances.

7.4 If either the Company or the Union considers that this Agreement is being misunderstood, misinterpreted, or violated in any respect by the other party, the matter may be submitted as a written grievance and discussed between representatives of the Company and the Union, and if not satisfactorily settled within twenty (20) days of the above meeting, either party may refer the matter to arbitration as provided in Step 4 of Section 7.2.

7.5 Time Limits - The time limits specified in this Grievance ~~procedure~~ shall be counted in working days, excluding Saturdays, Sundays and ~~statutory~~ holidays and vacations of the employee concerned at the Step 1 level and may be extended or modified by the mutual written agreement of the parties.

1. d. 2 / LP

7.6 Employees who ~~are~~ members of the Grievance Committee or the ~~grievor(s)~~ shall suffer no loss of regular pay or other benefits while attending grievance meetings with the Company. It is understood that such meetings may be held at times when employees ~~are~~ not scheduled to work.

ARTICLE 8

Report on Performance

8.1 Full-time employees who have completed their probationary period shall be notified in writing, of any expression of dissatisfaction concerning their work, within ten (10) working ~~days~~ of cause for dissatisfaction becoming ~~known~~ to their supervisor. Employees shall be ~~furnished~~ with a copy of any complaint or accusation, which may be detrimental ~~to~~ their advancement or standing within the Company, as soon ~~as~~ possible after the complaint or accusation, is made. If this procedure is not followed, such expression of dissatisfaction shall not become part of their record for use against them at any time.

8.2 Employees may respond, in writing, to any such complaint or accusation and if the written reply is received by their supervisor within ten (10) working days of receiving the

notice referred to above, the reply shall become part of their record for use by them at any time.

8.3 An employee shall have access to his/her personnel file in the presence of his/her supervisor during office hours, once every six (6) months (or earlier in the case of a grievance), at a mutually agreeable time, but in no event later than five (5) working days after the initial request.

8.4 All references to disciplinary action shall be removed from the employee's personnel file within two (2) years of the date of such action being taken, provided that the employee has been free of other disciplinary notices in the intervening period. Absences due to sickness or authorized leaves of absence shall not be included in this calculation.

8.5 Employees may request to meet with their supervisor and/or department manager on an annual basis for a personal performance appraisal.

8.6 At any formal meeting with an employee discussing whether disciplinary action will be taken against such employee, the employee may have a Union representative present for the following purposes only: to assist, counsel, advise and represent the employee. Although the Union representative may participate in any discussions taking place at such meeting, any final decisions affecting the employee are to be made solely by the Company.

ARTICLE 9

Seniority Rights

10.c
9.1 Company seniority for full-time employees shall be deemed to have commenced on **the date** of hiring by the Company or upon the date the employee was hired by its predecessor, Channel Seventy-Nine Limited or Huchm Productions Limited, whichever is the later, **and** shall be equal **to** the length of continuous service with the Company. **Company** seniority shall relate **to** the order of layoffs, recall from layoff, promotions, severance pay **and** the choice of vacation periods, as provided for in the applicable articles.

14.j
Company seniority for part-time employees shall commence in **the** same manner **as** for full-time employees, but shall be equal **to the** length of service in accumulated hours worked. Seniority for part-time employees shall be broken and cease to exist **after** a break in service of six **(6)** months.

9.1.1 Seniority shall not be established until the probationary period, and any extension thereof, **as** set **out** in Article 2, has been served but shall then be calculated **from** the date of employment.

9.1.2 Seniority shall exist but not accumulate during any leave of absence approved by the Company, except **as** provided in this Agreement (e.g., Article 4.5.1).

9.2 Postings and Promotions - Where the Company decides that a position is to be filled or created within the bargaining unit on a permanent or regular part-time basis, the Company shall post a notice of vacancy which will include ~~the~~ proposed job title, (which may subsequently be revised without reposting the position depending on the successful applicant's qualifications), for a minimum of five (5) days. Employees ~~from~~ within and outside the bargaining unit may apply during the posting period.

Where the Company decides to post a temporary position to cover: a project or production of a predetermined length of time not ~~to~~ exceed twelve (12) months, vacation relief, maternity leave, child care leave or leave of absence, the successful applicant will be reassigned to the temporary position without loss of seniority or benefits. The employee will be on trial for a period of up ~~to three~~ (3) months in the new position. The Company may, at anytime during this period, return the employee ~~to~~ the former position with no loss ~~of~~ seniority. Nothing in this clause shall prevent the Company from hiring (without posting a position) a temporary employee in accordance with Article 2.4 ~~to back~~ fill for a full-time employee on temporary assignment or to cover projects or productions of up to twelve (12) months or ~~to~~ cover vacation relief, maternity leave, child care leave or leave of absence.

The parties acknowledge that where it is not possible to determine with certainty the length of the reassignment to a temporary position the Company may end a temporary reassignment at any time and return the employee to the former position with no ~~loss~~ of seniority. At the conclusion of the temporary reassignment, the employee shall return to his/her

former position. Where the Company decides that the position is to be filled on a permanent basis it is understood the position will be posted in accordance with *this* article.

Extensions of the temporary reassignment will be agreed to by the parties where in the circumstances it is reasonable to do so.

10.F.2

9.2.1 Promotions and transfers to jobs within the bargaining unit shall be based on qualifications established by the Company. These qualifications may include: creativity, knowledge, experience, skill, ability, attitude, training and/or education, as well as other relevant factors. Providing that one or more of the applicants satisfactorily meets or exceeds the qualifications, the Company shall award the position to the best applicant. Company seniority will be considered when evaluating applicants. When two (2) or more employees' qualifications are relatively equal, Company seniority shall apply. If there is no applicant who satisfactorily meets the qualifications established for the position, the Company may hire from any source.

9.2.2 An employee who is promoted or transferred to another position shall be on trial for a period of up to three (3) months. The Company may, at any time during this trial period, return the employee to the former classification with no loss of seniority. At the conclusion of a successful trial period the employee will be advised, in writing, that the promotion or transfer has been confirmed.

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9.2.3 It is recognized that the Company may, from time to time, require employees to perform work in a job classification other than their regular classification. Employees who perform in a job classification different from their regular classification will not be penalized for errors committed during such performance if such errors are not a result of negligence.

9.2.4 Should an applicant for promotion or transfer be unsuccessful, it is agreed that management will discuss with the employee, if so requested, why his/her promotion or transfer was denied and will bring to the employee's attention any shortcomings which may affect his/her opportunities for advancement.

9.3 Discharge and Demotion - The discharge or demotion of any employee, except for probationary employees as provided in Article 2.3, shall only be for just and sufficient cause. An employee discharged for just and sufficient cause, other than gross misconduct, shall be entitled to two (2) weeks notice or pay in lieu thereof.

9.4 Layoffs - When layoffs are to be made, the Company shall determine the classifications where reductions are required and the number of employees to be laid off. The Company shall post such declaration in the work place along with the bargaining unit seniority list on the date layoffs are announced.

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Lay-offs shall proceed in inverse order of Company seniority within those job classifications in Article 16.6. Regardless of work assignment, the least senior employees in a classification where reductions are required shall be laid-off from such

10.L

classification. The Union agrees the Company may offer a senior employee within an affected classification a voluntary separation package as ~~part~~ of a work force reduction program consistent with Article 9.4.3. The Company agrees to consider ~~an application~~ from a senior employee, in an affected classification, who may wish to volunteer to be laid ~~off~~ (consistent with article **9.4.3**) if it would prevent the layoff of a junior employee.

Employees about to be laid off (the least senior employees in the classifications affected) will receive from the Company, a list of the job classifications (the "List") for which the employee has the occupational qualifications and where there is a less senior employee, than the affected employee, in a classification at the same or lower level. Occupational qualifications may include: creativity, knowledge, experience, skill and ability. Within forty-eight (**48**) hours of receipt of the List the employee may ~~inform~~ the Company, in writing, of any other classifications in which there is a less senior employee in a classification at the same or lower level where the employee possesses the occupational qualifications from previous employment. Such additions will not be considered unless they are submitted, in ~~writing~~, within the forty-eight (**48**) hour time period.

10.d
10.b.1

Employees who ~~are~~ eligible to displace another employee but elect to be laid ~~off~~ from their employment shall, in addition to the payments under Article 9.4.3, receive one (1) additional week of severance pay per year of service to a maximum of twelve (**12**) additional weeks of severance pay.

10.c

For the purposes of Layoffs seniority shall govern where the occupational qualifications of an affected employee in a regular classification and a less senior employee in the respective "merit" classification (see Article 16.6) are equal.

10.d

9.4.1 Employees about to be laid off from a position, who are eligible for one of the job classifications pursuant to Article 9.4(a) and (b), must advise the Company, in writing, within four (4) days of being provided with the list or the revised list (if applicable) of their intention to apply their seniority, and must indicate the job classification they have selected. If an employee fails to provide such notice to the Company, the employee will be deemed to have abandoned any rights under this Article. No employee is to be displaced by a more senior employee unless the latter possesses the occupational qualifications to perform the job filled by the employee with less seniority. It is agreed that an employee may require a reasonable period of familiarization in the new classification which shall not exceed four (4) weeks. It is understood that an employee who would otherwise be familiar with a method or process may require guidance on new or unfamiliar equipment/software as part of the familiarization period.

If the employee has successfully performed the duties in the new classification, the employee will be transferred to the position following the familiarization period. In the event the employee has not demonstrated his/her ability to satisfactorily perform the duties in the new classification, during the familiarization period, the employee will be laid off within the familiarization period and shall be placed on the re-engagement list in accordance with Article 9.5.

9.4.2 The Company shall advise ~~the~~ employees and the Union through one announcement by way of the declaration described in article 9.4 to all employees covered under ~~this~~ agreement at least six (6) weeks in advance of the proposed layoff, or such length of time as prescribed by legislation. In lieu of such notice the company shall pay the affected employee(s) six (6) weeks pay, less the amount worked by the employee during the notice period. (For example - if two (2) weeks are worked, then only four (4) weeks shall be paid) Employees who are displaced in accordance with Article 9.4.1 shall be deemed to have received notice of layoff at the time of declaration, referred to above, provided that they are advised and laid off within the six-week notification period. A further notification period of four (4) weeks shall be added to the initial period for any affected employee who has not been advised and laid off within the initial six (6) week period.

Employees who elect to receive severance pay in accordance with Article 9.4.3 will be deemed to have been laid off and abandoned any recall rights (Article 9.5).

a) The Company shall provide the Union with copies of all advice, notices, declarations, applications, elections, and documents relevant to the layoff procedure within twelve hours of said documents being presented. In addition the Company agrees to release Union official(s) from work, without loss of pay or other benefits, to assist affected employees during the layoff process. It is understood that Union Official(s) may be released when it is necessary to directly assist a particular employee, on request, or to be available to provide general advice and assistance to affected employees at specific times during the notification period.

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10.b.1

9.4.3 Employees laid off and deemed terminated pursuant to any statute, will receive severance pay equal to ~~three~~ (3) weeks pay for each year of continuous service. With respect to incomplete years, the severance pay shall be on a prorated basis, calculated to the nearest month. The above-noted severance payment shall be deemed ~~to~~ include any severance required pursuant **to any** statute.

Severance pay shall be paid to an employee upon the expiry of their recall **rights** or at any time during the re-engagement period **after** an employee has notified the Company, in writing, of their desire to abandon their recall rights.

See art. 11.1.

9.4.4 While **an** employee is laid **off**, the Company will continue the group health (except for elective Dental and Vision Treatment and, STD and LTD) and benefit payments for the period of layoff up to a maximum of six **(6)** months or until the employee is eligible for benefits **at** the new place of employment.

9.4.5 The Company **agrees** that it will not consistently schedule overtime in order to affect or extend layoffs.

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9.4.6 **An** employee who has reverted **to** a lower salary group under Article 9.4.1 shall assume the salary on the new scale in accordance with the chart below. Such an employee's placement on the new scale shall be established based on credit for years of service within the classification and any credit for industry experience recognized **by** the Company at the time the employee initiated the new position.

| Seniority | Number of months from the date the employee initiated the new position until the salary reverts to the new scale |
|----------------------|------------------------------------------------------------------------------------------------------------------|
| Less than 1 year | 1 month |
| 1 to 3 years | 12 months |
| Greater than 3 years | 24 months |

10. e. 2

9.5 Re-engagement of Laid-Off Employees - Employees will retain their seniority and have recall rights as follows:

- (a) Employees with less than one (1) year seniority will retain recall rights for ~~six~~ (6) months.
- (b) Employees with more than one (1) year seniority will retain recall rights for twelve (12) months.
- (c) Employees with more than three (3) years seniority will retain recall rights for twenty-four (24) months.

9.5.1 When full-time vacancies occur, the Company agrees to recall former employees who have recall rights in accordance with Article 9.5 (a), (b) or (c), and have the occupational qualifications to fill the vacancy, in order of Company seniority. Employees accepting a recall in other than their previous job classification shall be paid the wage appropriate to the new classification. It is ~~agreed~~ that ~~an~~ employee may require a reasonable period of familiarization in the new classification which shall not exceed four (4) weeks. It is understood that an employee who would otherwise be familiar with a method or process may require guidance on new or

unfamiliar equipment/software as part of the familiarization period.

If the employee has successfully performed the duties in the new classification during the familiarization period, the employee will be transferred to the position at the end of the familiarization period. In the event the employee has not demonstrated his/her ability to satisfactorily perform the duties in **the** new classification, during the familiarization period, the employee will be laid **off** within the familiarization period, resume their recall period, and the employee shall lose recall rights **to** this classification.

Notwithstanding the above, employees who had exercised their Company seniority and moved to another job classification at time of layoff (Article 9.4.1) shall have first recall rights to their previous classification when a vacancy occurs therein.

9.5.2 The Company's responsibility will be considered fulfilled if the **Company** gives notice, in writing, by registered mail to **the** employee's last **known address**. If the employees do not advise the Company of their intentions within five **(5)** business days and return to work within a further seven **(7)** **days** of the date of **the** recall notice, or on the date specified in the recall notice, whichever is the later, or make alternate arrangements which are mutually acceptable, the employee will have waived that recall.

An employee **who** may not be available for recall for personal or other **reasons**, and has not advised **the** Company, shall be deemed to have abandoned all recall rights.

9.6 If an employee is recalled or re-engaged prior to the expiry of recall rights, as indicated above, seniority shall be considered unbroken.

ARTICLE 10

Jurisdiction, New Devices and Methods

10.1 The Company agrees not to assign duties relating but not limited to the preparation, administration, audition, rehearsal and/or broadcast of the Company's television programmes and overall operation, including the operation of technical equipment, to other than employees in the bargaining unit if such work assignment directly avoids the hiring of a full-time employee in the bargaining unit, directly results in a layoff, or avoids a recall from layoff of a full-time employee. It is agreed that the Company's obligations under this Article shall only apply with respect to work on television programmes or productions produced exclusively by and for the Company at the Company's premises.

10.2 Technological Change - Should the introduction, replacement, supplementation or modification of any machinery, equipment or device result in the layoff of employees as distinguished from layoffs, caused by changes in programming, the Company agrees to the following conditions:

4. a
4. b
4. g

(a) The Company will give the Union and the employees affected as much advance notice as is practicable, but not less than three (3) months notification of such layoffs or three (3) months pay in lieu of said notice plus all other benefits for the same period. Also, the employee shall receive severance pay as outlined in Article 9.4.3.

4. F

(b) The Company shall, in writing, state the nature of the change contemplated and the number of jobs likely to be affected. Upon receipt of such notice by the Union, the parties shall arrange a meeting, or meetings, for the purpose of conducting discussions which will achieve an understanding to assure that any hardship to the employees affected shall be minimized; this shall be done by providing wherever possible, alternative employment within the Company for employees whose jobs have been eliminated or by joint efforts on the part of the Company and the Union to obtain employment outside the Company, and/or by any other means that the parties may, by mutual agreement, decide upon. The Company will provide such employees reasonable time off, during their normal work week without loss of salary, to be interviewed for positions outside the Company.

10.3 Program Credits - As the parties have recognized that creative work carries creative responsibility, the Company will provide television programme credits on all productions one-half (½) hour in length or greater. The parties further agree that News and weekly strip programmes will provide

credits once a week. The content of these credits will be at the Company's sole discretion.

ARTICLE 11

Employee Benefits

11.1 Sick Leave and Insurance Plan - The Union recognizes the benefits contained in the **CHUM** Limited Employee Benefit Plan (Former Policy Number #GGC-2190 now Policy Number GGC-2190 Division Q) for employees covered by this agreement in respect to:

- Life Insurance
- Disability Income
- Hospital Expense Benefit
- Medical and Dental Care Benefits
- Continuation of Medical Benefits
- Accidental Death and Dismemberment Insurance
- Employee Assistance Program
- Drug Card

The Company agrees to **pay** (one hundred percent) 100% of the cost of the Plan covering employees, their spouses and children. The Company will not **reduce** any of the benefits contained therein during the life of this Agreement without the approval of the Union.

12.2

- 13. a. 1 / 100%
- 13. a. 3 / 100%
- 13. a. 4 / 100%
- 13. a. 5 / 100%
- 13. a. 6 / 100%
- 13. a. 7 / 100%
- 13. a. 8 / 100%

See art. 9.4.4.

11.1.1

(a) When taken ill, an employee shall notify his/her department head, or other person as determined by the Company from time to time, as soon as possible after his/her illness, but not later than two (2) hours before the beginning of the scheduled starting time, unless the employee's tour of duty commences between 02:00 and 09:00, in which case the notice shall not be later than one (1) hour before the beginning of the scheduled starting time. The employee shall also state the nature of his/her illness and state the expected time he/she will report back to work.

(b) An employee shall offer proof, satisfactory to the Company, of his/her illness of three (3) days or more, if requested to do so by the Company. In addition, at any time, the Company may require an employee to sign a declaration of his/her illness.

11.1.2 Absence because of illness or incapacity shall not reduce an employee's vacation credits.

11.1.3 Should an employee be injured or become ill while on vacation, salary continuance benefits shall be paid for such absence in accordance with Article 11.1, and the unused days of vacation shall be credited to the employee. Such leave shall be paid commencing on the first day of an illness when during such absence the employee is hospitalized, or where such illness was serious enough to legitimately impair his/her vacation. This article will not be applicable to an employee

who exposes him/herself to extreme risk or whose negligence caused the accident.

11.2 Maternity/Adoption Leave • A pregnant employee with six (6) months continuous service or more, or a female employee who adopts a child of less than six (6) years of age, may apply for unpaid maternity leave upon four (4) weeks advance written notice, and such leave shall be granted by the Company. In the case of adoption, the period of unpaid leave shall commence when the child, or children, are received. The total maximum period of leave shall not exceed seventeen (17) weeks. With at least four (4) weeks prior written notice of a desire to return to work the employee will be reinstated in her previous position.

11.2.1 During the Maternity/Adoption Leave, the following salary and benefit provisions will apply, provided that the employee meets the following conditions:

- (a) be a full-time employee having completed one year of continuous service prior to the commencement of the Maternity/Adoption Leave;
- (b) provide a certificate from a qualified medical practitioner certifying that she is pregnant; or provide proof, in the case of adoption, that the employee will be responsible for the care of a child in accordance with the laws of the province;
- (c) indicate a commitment to return to employment with the Company upon the expiration of the leave;

12. F. 1 / N17

12. F. 2 / N17

(d) inform the Company, in writing, as to

- the effective date of the intended leave and its length (i.e., number of weeks)
- changes, if any, in the intended leave, and
- the effective date of the **return** to work

In each instance, the employee will provide written notice to the Company at least four **(4)** weeks in advance unless there is a valid reason why such notice cannot be given (e.g., premature birth).

Employees eligible for the leave with pay will receive ninety-five percent **(95%)** of pay at their actual rate of pay (including any retroactive pay increases) for the **two (2)** weeks of Maternity/Adoption Leave coinciding with the **EI** waiting period after the employee submits proof that she has applied and qualified for EI benefits. The normal deductions from pay for the two **(2)** week period shall be made.

During the following fifteen weeks, the employee will receive a payment, Supplemental Employment Benefits **(SUB)**, equal to ten percent (10%) of their regular basic wages, including any retroactive pay increases in addition to the Employment Insurance Benefits she is receiving.

12.F.1/EI 2/P95%/D
12.F.2/EI 2/P95%/D

The employees, on **their** first payroll deposit after returning to work, will receive five percent (**5%**) of the salary they were earning prior to the Maternity/Adoption Leave, ~~for~~ a two (**2**) week period. During the seventeen (**17**) week Maternity/Adoption Leave the Company will continue to pay the **insurance** premiums for the benefit plans in Articles 11.1 and 11.4 in which the employee ~~is~~ enrolled.

Vacation credits will continue to accrue while the employee is on Maternity/Adoption Leave, provided the employee returns to work.

11.2.2 Leave for Employees with Child Care Responsibilities -

1. Where an employee has or will have the **actual** care and custody of a new-born child, that employee is entitled to and shall be granted **an** unpaid leave of absence from employment of up to thirty-seven (**37**) weeks commencing **as** the employee elects,

(I) in the case of a female employee,

(a) on the expiration of any leave of absence from employment taken by her under Article 11.2 above;

(b) on the day the child is born; or

(c) on the day the child comes into her actual care **and** custody.

(II) in the case of a male employee,

12.F.3/N37

(a) on the expiration of any leave of absence from employment taken in respect of the child by a female employee under Article 11.2 above;

(b) on the expiration of any leave of absence **from** employment taken in respect of the child by a female employee who is entitled to such leave on account of her pregnancy under the laws of a province;

(c) on the day the child is **born**; or

(d) on the day the child **comes** into his actual care and custody.

(11) Where **an** employee commences legal proceedings under the laws of **a** province to adopt **a** child or obtains an Order under **the** laws of **a** province for the adoption of a child, that employee **is** entitled **to** and shall be granted an unpaid leave of absence **from** employment of up to thirty-seven **(37)** weeks commencing **on** the day the child comes into the employee's care and custody.

2. Where both parents work in **a** business governed by the Canada Labour Code (Federal jurisdiction), the thirty-seven **(37)** weeks may be shared, but the aggregate total is not to exceed thirty-seven **(37)** weeks.

3. **An** employee **must** give at least four **(4)** weeks written notice of **his/her** intention to take child care leave unless there is **a** valid reason why such notice cannot be given. Notice must also include the length of leave intended **to** be taken.

If the length of leave is to be changed, after the original notice or while on leave, four (4) weeks notice, in writing, **is** required except where valid reasons **exist**.

11.2.3 The taking of maternity leave is not mandatory. The Company may not require a pregnant employee to take leave unless the employee is unable **to** perform an essential function in her position and there is no appropriate alternative **job** available. The burden of proof respecting inability to perform **an** essential function rests with the Company. If the inability test **is** met then the forced leave is only for such time as the inability to perform the essential function continues.

11.2.4 Employees who intend to **take** maternity or child care leave may request, in writing, to be informed of any employment, promotional or training opportunities which may arise during the leave and for which the employee is qualified. The Company must provide such notices in writing.

(a) **An** employee upon return **to** work from such child **care** leave will be reinstated in **the** employee's former classification. **An** employee's failure to return to work at the conclusion of the period for which the leave of absence was granted may result in termination at the Company's sole discretion.

(b) If wages and benefits are changed as part of a plan to reorganize the Company's establishment, including Collective Agreement revisions, the employee is entitled, upon being reinstated, to receive wages and benefits as if the employee had been working during the reorganization. When such reorganization takes place which will result in a change in wages and benefits, the Company must notify the employee, in writing, as soon as possible.

11.2.5

(a) Seniority will continue to accrue without interruption during child care leave, except that vacation credits shall not accrue during such leave. The Company shall pay one hundred percent (100%) of the benefit plans contained in Article 11.1 during child care leave.

(b) The pension plan shall remain in force and accumulate during child care leave. Any normal contribution required of the employee shall continue to be the responsibility of the employee and payment is required within a reasonable period of time.

(c) Where an employee fails to pay the required contributions by the time the employee returns to work, the duration of the leave will not count as service with the Company when calculation of benefits is made.

13. e. 3

11.2.6 The Company shall not dismiss, suspend, lay off, demote or discipline an employee because an employee is pregnant or has applied for leave under Article 11.2. Pregnancy or intention to take leave is not to be taken into account in any decision to promote or train the employee.

12. d. 1 / 5 P

11.3 Paternity Leave - On reasonable notice a male employee who has completed one (1) year of continuous service with the Company will be granted a leave of absence of up to five (5) days with pay at the time of the birth or adoption of a child or children of less than six (6) years of age.

13. C. 3

11.4 Pension Plan - The Pension Plan in existence at the signing of this Agreement shall apply during the term of this Agreement, subject to the terms and/or conditions of Provincial and/or Federal legislation. Employees enrolled in the Pension Plan shall receive annually an audited statement of their status in the Plan.

11.5 Special Leave - A bereavement leave shall be granted for the purpose of making funeral arrangements and/or attending the funeral when an employee is required to be absent due to a death in his/her immediate family on the following basis:

12. d. 3 / 5 P

- 5 days • spouse or children
- 3 days • legal guardians, father, mother, brother, sister, mother-in-law or father-in-law, grandparent, brother-in-law or sister-in-law.

Immediate family shall include common-law relationships of one (1) **year** or **more**. Pay for such bereavement leave will be limited to the number of working days prescribed above, occurring immediately prior to and/or following the day of the funeral.

11.5.1 The Company will consider requests for additional leave when travelling is necessary, however, the granting and payment of such leave will be **at** the discretion of the Company.

11.5.2 The Company will consider requests for and may grant leave, without loss of seniority or leave credits to **an** employee faced with domestic responsibilities or unforeseen emergencies that affect the employee **and** the employee's immediate family. For example, to care for a sick child or other family member, to accompany a child or spouse to **a** medical appointment, to make alternate arrangements when caregivers are sick, and other family emergencies. The payment for such leave will be at the sole discretion of the Company. The Company may require appropriate documentation to support a request under this article and will **so** advise the employee at time of notification. Additional time off may be requested under Article 11.7. Where possible an employee shall notify their supervisor in advance.

11.5.3 The Company will consider requests for time **off** for **medical**, dental and eye appointments, providing reasonable advance notice is given and the employee is unable to make such appointments outside of the working schedules. However, the employee concerned shall not receive any overtime or penalties where it is **necessary** to replace time off in order to complete his/her assignments.

12. d. 4/NS
12. h. 7

11.6 Witness or Jury Duty - Employees called to serve on **juries** or to obey a subpoena shall receive their regular salaries during such **periods**, less the fees received for such service provided the employees return to work if they are released from jury duty prior to 1:00 p.m. **An** employee serving on a **jury** will not be assigned to ~~work~~ on evenings or weekends during such jury service.

12. h. 3

11.7 Leave of Absence - The Company will consider, **on an** individual basis, all requests for long term leaves of absence without pay.

The granting of such leave will be at the sole discretion of the Company.

7. b

11.8 Education and Training - The Company encourages all employees to expand their knowledge through either formal education or special courses **and seminars.** The Company will reimburse **an** employee for one-half (1/2) of the cost of the program, providing ~~that~~:

(a) The course, seminar or continuing education **program** must be approved in advance and must relate to the job classification of the employee, or directly ~~further~~ the employee's advancement within the Company.

(b) The course, seminar or continuing education program must be **successfully** completed and the Company provided with a detailed receipt of expenses, certificate of achievement or diploma and course marks.

The Company, at its discretion and with regard to operational requirements may modify work schedules, including providing time-off from work, to assist an employee requesting accommodation to complete such courses.

7. a. 1 / P

11.8.1 If the Company requests that an employee attend a particular course, seminar or continuing education program, and the employee agrees, the Company will pay one hundred percent (100%) of the costs.

11.9 Outside Activities - The first professional obligation of employees shall be to the Company. Employees shall be free to engage in any activities outside working hours provided such activities do not consist of service performed for any other person or Company in direct competition with the Company or when such activities would create a conflict of interest (unless prior approval is obtained from the Company) and provided these outside activities do not interfere with their service to the Company.

ARTICLE 12

Travel Provisions and Expenses

12.1 Transportation - The Company shall reimburse the employees for all necessary travelling and other expenses when such travel is authorized by the Company,

- a) All per diems in accordance with this article shall be paid in U.S. Dollars when the employee is assigned to travel outside Canada.

b) Use of the employee's own automobile for transportation in connection with their assigned duties must be previously authorized before reimbursement will be made.

12.1.1 In such authorized cases the Company shall pay reimbursement at the rate of thirty-five cents (~~35¢~~) per kilometer, with a minimum payment ~~of~~ three dollars (**\$3.00**) per day. The Company shall have the right to determine the method of transportation used except that the use of public motor buses shall not be required when transportation of heavy or bulky technical equipment is required. Employees shall not be required to use their **own** automobiles unless they consent thereto. Employees shall be reimbursed every two (**2**) weeks for all authorized expenses, made for and **on** behalf of their assignments ~~as~~ provided herein upon submitting a statement for approval, **with** receipts where appropriate, **on** forms prescribed by the Company.

12.1.2 The Company agrees to maintain adequate liability insurance on all vehicles owned or rented which the Company requests **an** employee to drive. Said vehicles will **be** maintained in a safe operating condition. It is the responsibility of **an** employee to report immediately any operating deficiencies **so** that they may be remedied. Company vehicles **are** not to be used for personal purposes, without prior Company approval.

12.1.3 Travelling Time Credits - Employees shall be credited with all time used during their day's assignments in which travelling is authorized, except as follows:

Employees travelling on a common carrier on a work day when no work is done shall be credited with all time used at basic (straight time) rate, with a maximum credit of twelve (12) hours in any one day computed as follows:

(a) When the employee departs from home, from one hour before the departure of the common carrier to the time of arrival of the common carrier at the final destination.

(b) When the employee departs from his normal place of employment to travel on a common carrier, from the time the employee reported to his normal place of employment to the time of arrival of the common carrier at the final destination.

(c) When the employee departs from a place of lodging when on an out-of-town assignment, from one hour before the departure of the common carrier to the time of arrival of the common carrier at the final destination.

In the case of international travel in accordance with (a) and (c) above, one hour will be added to compensate for the additional time required for Customs and Immigration clearances.

It is understood that travel on a day **off** shall be regarded as work on a **day off** and shall be calculated **using (a), (b) and (c)** above.

12.1.4 Employees who **are** required to begin or end a tour **of** duty at a time when public or other transportation is not available shall be reimbursed the cost of taxi fare to **or from** home **upon** presentation of a proper receipt.

12.1.5 Any female employee **who** begins **or** finishes her authorized assignment between 0001 hours and 0600 hours shall be reimbursed taxi fare home when required, upon presentation of **a** proper receipt to **a** maximum of twenty **(\$20)** dollars per **tour** of duty.

12.2 Expenses - Providing that the Company does not provide a meal [Article **15.4(b)**], when employees **are** required to work "out-of-town", they shall be reimbursed for the cost **of** any meal **required** during their regular meal **periods** as follows:

- (a) Breakfast **\$11.00**
- (b) Lunch **14.50**
- (c) Dinner **24.00**
- (d) Subsequent **10.50**

12.2.1 The meal allowances contained in Article 12.2 will not apply to ENG/EFP **Camera** Operators unless they **are** assigned to **a** meal period outside of the area defined in the map appended to this Agreement.

-

12.3 Definition of Location and Location Expenses - For the purposes of this Agreement, the following definition of "location" shall apply:

(a) **"Local"** location is considered to be any point within the municipalities of Metropolitan Toronto and Mississauga, which includes Pearson Airport.

(b) "Out-of-Town" location shall be any point beyond the limits defined as "Local" location.

12.3.1 Employees on "out-of-town" assignments which require overnight accommodation, shall receive a per diem allowance of **sixty dollars (\$60.00)** or Company policy, whichever is higher, to cover the cost of meals and miscellaneous expenses for each completed twenty-four **(24)** hour period, or **three dollars (\$3.00)** per hour to a **maximum** of sixty dollars **(\$60.00)** where absences involve fractions of a day. Where exceptional conditions require higher per diems than those contained herein, the Company will provide an additional amount based on conditions at the location concerned. Per diem allowances will be paid in U.S. funds for travel outside of Canada. Costs of currency conversion or purchase of foreign funds will be reimbursed upon submission of receipts on an expense statement.

Where suitable meals, including choice of items, recognizing individual dietary requirements including, vegetarian, religious, and/or medical considerations, are provided to employee on assignment who receive the required time away from work duties to eat, the per diem amounts may be reduced up to the amount of meal allowances involved in accordance with Article

12.2. A reduction of per diems will not apply when only light items are available at the same time work is being performed.

12.3.2 Employees on "out-of-town" assignments requiring overnight accommodation shall receive single occupancy first class accommodation as per CAA standards at Company expense when available at the location concerned.

12.3.3 For employees on "out-of-town" assignments who request it, cash will be advanced in the equivalent of the estimated amount of approved expenses expected to be incurred on the assignment. Each employee must give an accounting of expenses together With receipts within five (5) days after completion of the assignment. If this is not done, upon five (5) days written notice the Company may recover such amounts as it estimates are owing from amounts owing to the employee.

12.3.4 ENG and EFP Camera Operators shall be given a one time advance of fifty dollars (\$50.00) to cover miscellaneous expenses during their assignments. These employees shall be reimbursed for approved expenses within three (3) days after an expense voucher, complete with receipts, is submitted.

ARTICLE 13

Annual Vacation and Paid Holidays

13.1 Annual Vacations - Employees shall earn vacation credits in accordance with this article during the "Vacation Year", between July 1 and June 30. Employees shall be

eligible to use credits earned during one vacation year in the next vacation year (after June 30). Vacation credits shall be calculated on June 30 and employees shall be eligible for the milestones contained in Article 13.1(4) at the end of the vacation year in which their milestone occurs,

Example:

An employee is hired February 1, 2003.

Vacation earned ~~from~~ February 1/2003 to June 30/2003 will be calculated on June 30th/2003 and will be scheduled ~~to~~ be taken between July 1/2003 to **June 30/2004**:

- Service **as** of June 30/2003 = 5 Months
- Earned vacation credits (Article 13.1 (4) (a)) 8 hours x 5 months
- Total earned vacation credits = 40 Hours

Vacation earned ~~from~~ July 1/2003 to June 30/2004 ~~to~~ be taken from July 1/2004 to June 30/2005:

- Service **as** of June 30/2004 = 1 Year 5 Months
 - Earned vacation credits (Article 13.1 **(4)(b)**) 10 hours x 12 months
 - Total earned vacation credits = 120 **Hours**
-

1. Vacation credits **are** earned in Hours according to the schedule in #4 **below**.

2. When vacation time is taken, vacation credits will be deducted from the accumulated bank of hours earned in accordance with this agreement. For example, an employee who regularly works eight (8) or ten (10) hour shifts shall have eight (8) or ten (10) hours deducted from their bank of hours for each working day taken in accordance with this article. It is understood that employees are entitled to take their vacation time together with their days off. Vacation time shall be taken for a minimum of a tour of duty.
3. Vacation credits are earned between July 1 and June 30 and are calculated on June 30 each year. For example, a new full-time employee who begins to accumulate vacation credits on January 1 at the rate of eight (8) hours per month will have accumulated forty-eight (48) hours of vacation credits as of June 30 to be taken from July 1 to June 30 of the following vacation year.
4. Full time employees shall earn vacation credits as follows:
 - (a) Less than twelve (12) months continuous employment - eight (8) hours per month to a maximum of 80 hours of paid time.
 - (b) Twelve (12) months or more, but less than eighty-four (84) months of continuous employment [one (1) year to seven (7) years] ten (10) hours per month to a maximum of 120 hours of paid time.
 - (c) Eighty-four (84) months (7 years) or more, but less than two hundred and four (204) months of continuous

12.6 / 3-1
4-7
5-17
6-25

employment (7 years to 17 years) thirteen and one third (13 1/3) hours per month to a maximum of 160 hours of paid time.

(d) Two hundred and four (204) months (17 years) or more, but less than three hundred (300) months (25 years) sixteen and two thirds (16 2/3) hours per month to a maximum of 200 hours of paid time.

(e) More than three hundred (300) months (25 years) twenty (20) hours per month to a maximum of 240 hours of paid time.

RECAP

Service:

| Company Seniority computed as of June 30 of each year | Duration of Vacation In Working Days | % of Gross Earnings |
|-------------------------------------------------------------|--------------------------------------------|------------------------|
| Less than 12 months | 8 hours per month | @ 4% |
| 12 to 84 months | 120 hours | @ 6% |
| 84 to 204 months | 160 hours | @ 8% |
| 204 to 300 months | 200 hours | @ 10% |
| over 300 months | 240 hours | @ 12% |

13.1.1 If employment is terminated for any reason, accrued vacation credits shall be liquidated in cash.

13.1.2 Scheduling of Annual Vacation - The Company shall have the right to determine the number of employees which may be released for vacation from any job classification at any one time. Preference shall be given on the basis of Company seniority within the job classification, provided that an employee with more seniority may not require the Company to alter a scheduled vacation of an employee with less Company seniority once the vacation period has been confirmed by the Company. Subject to the above conditions, employees may take their vacation at any time, excepting December 24th to January 1st, by submitting their request to their supervisor at least sixty (60) days in advance of the proposed vacation period. The Company shall confirm or deny the vacation request within fifteen (15) working days following its submission. The granting of such requests shall not be unreasonably withheld.

When the projected vacation period is to begin or end during the months of July or August, the request must be submitted prior to April 1st otherwise preference on the basis of Company seniority will not exist. Subject to scheduling emergencies, approved vacation schedules will be posted no later than May 1st.

Vacation requests on short notice will be considered as in the past.

13.1.3 Employees shall be entitled to have at least two (2) weeks of their vacation scheduled consecutively and request for additional consecutive vacation leave will not be unreasonably denied.

13.1.4 The vacation year shall be from July 1st to June 30th and employees must use vacation entitlements in the vacation year in which they apply. If this is not done the Company may assign the vacation upon two weeks advance notice. In special circumstances, at the discretion of the Company, employees may be allowed to waive their vacation period and allow their vacation entitlements to accumulate.

13.2 Paid Holidays - The Company recognizes the following as paid holidays:

| | |
|----------------|------------------|
| New Year's Day | Civic Holiday |
| Good Friday | Labour Day |
| Victoria Day | Thanksgiving Day |
| Canada Day | Christmas Day |
| | Boxing Day |

Plus any day duly proclaimed by the Federal or Provincial Authority as a public holiday. In addition to the holidays listed above, **two (2)** additional holidays will be granted and taken at the mutual discretion of the employee and the Company. In the case of new employees, the additional holiday shall be credited after six **(6)** months Company seniority, and the second additional holiday shall be credited after twelve **(12)** months Company seniority. The credited additional holidays shall be taken within the calendar year in which they are earned.

When one of the holidays listed above falls on a Saturday or Sunday and another week day is proclaimed a holiday by the Federal or Provincial Government, the Saturday or Sunday shall be deemed to be the holiday for the purposes of this Agreement, except for those employees who regularly work

12. a/11

12. h. 4

Monday through Friday, in which case the proclaimed day shall be the holiday.

Employees who for personal or religious reasons wish to observe a holiday other than the above listed paid holidays may, upon reasonable advance written notice, request that one of the paid holidays, or a floating holiday, be considered as a normal working day and that another day be substituted and that the substituted holiday shall be treated as a paid holiday for the purposes of this Agreement.

13.2.1 Full-time employees shall be compensated for the above holidays in the following manner:

(a) If the holiday falls on a regular working day and the employee is not required to work, the employee shall receive his/her normal basic pay for such day.

(b) If the holiday falls on the employee's scheduled day off or during a vacation period, the employee may add one (1) day to his/her annual vacation or be given one (1) day off with pay at a mutually agreeable time.

An employee who regularly works either eight, ten or twelve hour shifts, shall be entitled to add the hours regularly worked to their bank of vacation time. For employees who work different shift durations, such employees shall be entitled to add eight hours to their bank of vacation time.

c) If a holiday falls on a scheduled work day and the employee is required to work, the employee shall receive two and one-half (2½) times the basic rate (which amount shall include the basic ~~rate~~) with a minimum credit of eight (8) hours, except that all ~~hours~~ worked and/or credited in excess of eight (8) hours per day, or the regular tour of duty in the case of an agreed schedule, will be paid at an additional one-half (½) times the basic hourly rate.

d) If the holiday falls on a scheduled day ~~off~~ and the employee is required to ~~work~~, the employee shall receive three (3) times his/her basic rate (which amount shall include the basic ~~rate~~) with a minimum credit of eight (8) hours, except that all hours worked and/or credited in excess of eight (8) hours per day will be paid at an additional one-half (½) times the basic hourly rate.

9.c.5/D=0
9.c.5/D+=8

9.b

13.2.2 With respect to Article 13.2.1, (c) or (d), an employee shall be permitted to add one (1) day ~~off~~ to his/her annual vacation or be given one (1) day off at a mutually agreeable time, and this shall result in a reduction of the normal basic pay only from the holiday payment earned under either Article 13.2.1 (c) or (d). The employee **must** indicate his/her option on the time sheet submitted for such holiday. If the employee elects to add one (1) day off, then the employee **also** must indicate the date desired **on** that time sheet. If, at such time, the employee fails to designate a date for his/her **day off**, then the Company shall pay the employee for the holiday in lieu of the day off. Under Article 13.2.1 (b), (c) or (d), the maximum number of days ~~off~~ that may be added to the annual vacation **is** five (5) per year. If the days ~~off~~ that are added to the annual

vacation exceed five (5) days, then the Company will pay the employee for any days ~~off~~ that are in excess.

9.C.5 / DFO
9.C.5 / DT=8

| Hours Worked or Credited | (a) | (c)* | (d) |
|-----------------------------|----------|-------|----------|
| 0 - 8 | Basic 2½ | Basic | 3 Basic |
| Over 8 | N/A 3 | Basic | 3½ Basic |

* Except where agreed schedules are in effect.

13.3 Scheduling of Christmas and New Year's Holidays -
 Before December 1st of each year the employees will advise the Company, in writing, of their preference of scheduling of Christmas and New Year's holidays. The employee's choice of Christmas and/or New Year's holidays shall be granted based on Company seniority within the job classification and each employee, if he/she so requests it, shall be scheduled off on either Christmas or New Year's day. This Article shall not apply to an employee who has elected to substitute a holiday for either Christmas or New Year's day (Article 13.2). The Company will make its best efforts to arrange that an employee who has Christmas day or New Year's day off not be required to work past 20:00 hours on the eve of that holiday. No payment will be made to the employee for any encroachment created by changes in regular shift patterns in order to comply with the employee's request pursuant to this Article.

ARTICLE 14

Hours and Scheduling of Work

8. a. 1 / 40

14.1 Work Week - For full-time employees in each fourteen (14) day calendar period there shall be eighty (80) hours of work commencing at 00:01 a.m. Monday. The work day shall be a minimum of eight (8) hours exclusive of the first meal period, but inclusive of all other meal periods and break periods, but may also be ten (10) or twelve (12) hours. During this fourteen (14) day calendar period there shall be a minimum of four (4) days ~~off~~ which will be scheduled in blocks of two (2) or more consecutive days. No full-time employee shall be required to work more than seven (7) consecutive days without receiving days off. If days ~~off~~ are scheduled before and after a paid holiday, and the employee is not required to work the paid holiday, the days off will be considered to have been scheduled consecutively.

8. c. 5

Employees classified as clerical will have an inclusive one (1) hour first meal period. Employees classified as clerical employees will be defined as employees in Accounting, Reception, Switchboard, Administration, and Traffic, within those job classifications in Article 16.6.

14.1.1 Agreed Schedules - The Company and the Union recognize that there are different work schedules or shift patterns possible within the framework of the Company's operation other than the standard work period or work day. To this end, the Company will plan with such employees work schedules which are mutually agreeable and in such cases it is agreed that the overtime provisions of Article 14 and meal

provisions of Article 15 and any other Articles affected will be modified **as** required. Any such agreements will be put in writing, and signed by both parties and will require approval by the Local Union. However, such agreed upon schedules may be reverted to the normal work **period** by either the Company or the employees giving notice at least **two (2)** Fridays prior to the work period in question. This return **to** the normal work period will be made at the earliest possible date which will not incur shift change penalties or premiums.

14.2 Tour of Duty - A tour of duty or tour shall mean the authorized and/or approved time worked by an employee during **a** day, calculated to the end of the last quarter ($\frac{1}{4}$) hour in which work was performed. If a tour of duty extends beyond midnight, it shall **be** considered **as** falling wholly within the calendar day in which it **starts**. There will be no assignment **of** split shifts, however, part-time employees **may** elect **to** accept more **than** one assignment in a day.

14.3 Overtime Computation - All time worked in excess of the regularly scheduled tour of duty, as provided in Articles 14.1 and 14.1.1, in any one (1) day shall be paid at one and one-half ($1\frac{1}{2}$) times the basic hourly rate of the employee. **An** additional half (**U**) times the basic hourly rate of the employee will be paid for all hours worked in excess of four (**4**) hours overtime worked, in any tour of duty, **as** provided in Articles 14.1 and 14.1.1.

14.3.1 The Company will use its best efforts to assign overtime in a fair **and** equitable manner.

9. c. 1 | 0 = 4

14.4 Posting of Schedules - Each employee's work schedule shall be posted by 5:00 p.m. two (2) Fridays prior to the week covered by the work schedule. The schedule shall state clearly daily starting and finishing time and days **off**. Once posted, days off shall not be changed without the employee's consent.

Notice of change in starting time shall be given **as** far in advance **as** possible, but not later than 1:00 pm of the day prior to the day in question to replace **an** employee in the case of unexpected absence or 5:00 pm two (2) days prior to the day in question for any other **reason**, except as follows:

(a) If a change in **start** time occurs within seven days of the effected tour of **duty** the employee shall receive, in addition to their regular pay for **the** tour of duty, one hour of pay at time and one half basic for **each** hour the **start** time is altered in excess **of** two hours.

This clause (a) **does not** apply to Production and Operation Floaters due to the nature of their responsibilities.

(b) If a change in **start** time occurs after 1:00 pm the day prior **to** the day in question, in the case of the unexpected absence **of** another employee or 5:00 pm two days prior to the day in question for any other reason, the employee shall be credited with all hours originally scheduled, plus any additional hours, provided that such time **is** paid for at the appropriate **rate**.

Where a change in **start** time occurs in (a) or (b) above it is understood that (a) or (b) will apply but not both.

When an employee is on **duty**, the Company will **be** deemed to have given notice of change in **start** time when such notice is posted and the Company **has** made a reasonable effort **to** reach the employee. If the employee is **off** duty, the Company will notify the employee directly. Employees on duty have an obligation to check the work schedule for changes.

It is the intent of the foregoing to ensure that each employee shall be apprised of the daily work schedule at the earliest possible time.

14.4.1 Excepting where weekend work is a condition of employment, the department heads will arrange work schedules **so** that each employee shall have at least every third (3rd) weekend **off** unless agreed **to** otherwise by the employee and the Company.

14.5 Scheduled Days Off - A scheduled day off, vacation day, or day in lieu shall be defined as twenty-four (**24**) hours for each such day, plus a turnaround period of twelve (**12**) hours for a total of **thirty-six** (36) hours. Where **two (2)** or more days off are taken consecutively, or in conjunction with a paid holiday or leave of absence, only one twelve (**12**) hour turnaround period **shall** apply.

14.6 Work on Scheduled Days Off - When an employee agrees to work **on** a scheduled **day off**, work performed **on** that day shall **be** compensated at one and one-half (1½) times the basic rate, with a minimum credit of eight (**8**) hours. When an employee works on a second **day off**, after having worked on his/her first day off, work performed **on** the second day **off** shall be compensated at **two (2)** times the basic rate, with a

minimum credit of eight (8) hours. Should the hours worked on a day off exceed eight (8) hours, all time worked in excess of eight (8) hours [but less than twelve (12) hours] will be paid at an additional one-half (½) times the basic rate. Should the hours worked or credited on a day off exceed twelve (12) hours, all time worked or credited in excess of twelve (12) hours will be paid at an additional one (1) time the basic rate.

| Worked/Credited | 1st Day Off | 2nd Day Off |
|-----------------|-------------|-------------|
| 8 - 12 | 1½ x Basic | 2 x Basic |
| Over 12 | 2 x Basic | 2½ x Basic |
| | 2½ x Basic | 3 x Basic |

14.6.1 Notice of cancellation of assigned work on a scheduled day off or on a holiday shall be given no later than the end of the fourth (4th) hour of the previous shift of the employee concerned. If such notice is not given, the employee shall receive a minimum of four (4) hours pay at the basic rate, computed separately from the work week.

14.6.2 When work was performed on consecutive days off in different work periods, e.g., two (2) consecutive days off in one (1) work period are taken contiguously to the two (2) consecutive days off in the following period, then any consecutive days off worked in the sequence shall be compensated as work performed on a second day off (Article 14.6).

9. e. 3 / D = 8
 9. c. 3 / D+ = 12
 9. c. 4 / D = 0
 9. c. 4 / D+ = 8

14.7 Turnaround - A turnaround period is the period of at least twelve (12) hours between the end of one (1) tour of duty or between the end of a call-back and the commencement of the next tour of duty.

14.7.1 All time worked which encroaches on the turnaround period shall be paid for at an additional one-half (½) the basic hourly rate computed separately from the work week except as provided in Article 14.7.3.

14.7.2 In the event a turnaround period is less than four (4) hours, the shift shall be considered continuous.

14.7.3 No payment shall be made for the following encroachments:

8.b.1.5

(a) ~~On a~~ swing-in-shift, on a regular rotating shift pattern, which ~~occurs~~ in conjunction with an employee's day off.

(b) ~~On a shift~~ where an employee is released from duty to attend labour/management meetings.

(c) ~~To~~ employees who are self-assigning, except where such employees are scheduled by the Company, or where the work requirements create overtime hours that are beyond the control of the employee that results in encroachment, and where such overtime is authorized or approved by the Company.

14.8 Call Back - Should an employee who has completed a tour of duty be called back to work, the employee shall be paid at the time and one-half (1%) rate with a minimum credit of four (4) hours.

14.9 Temporary Upgrades - In the event that an employee is temporarily assigned to perform work for a period of at least one (1) hour and not for purposes of training, in a higher classification or classifications than that to which he/she is permanently assigned, in or outside the bargaining unit, the employee shall be paid one dollar and fifty cents (**\$1.50**) per hour for each wage group above the group to which the employee is assigned to a maximum rate of three dollars (**\$3.00**) per hour for all hours worked with a minimum credit of two (2) hours. This clause shall not be used for the purpose of reducing the number of employees in the job classifications to which such employee is being upgraded. At the time of assignment to a higher classification, an employee shall be verbally advised of his/her temporary upgrading.

If an upgrade is assigned on a scheduled day off the employee shall be paid an upgrade of two dollars and twenty-five cents (**\$2.25**) per hour for each wage group above the group to which the employee is assigned to a maximum of four dollars and fifty cents (**\$4.50**).

14.9.1 Without his/her consent, no employee shall be permanently transferred or assigned to a position outside the bargaining unit and the employee will not be penalized for such refusal.

11. d. 5

11. C. 2/2,00\$/hour

14.10 Night Differential - Employees shall be paid a night differential of **two** dollars (**\$2.00**) per hour for **work** performed between **the** hours of 1:00 a.m. and 6:00 a.m. with a minimum payment of one (1) hour. Night differential shall not be deemed overtime or part of the basic pay.

14.11 Excessive Hours and Safety - The Company shall not **assign** excessive hours of work **to** employees. The Company also agrees to give proper attention **to** the elimination of working conditions which are a hazard **to** the health and safety of employees.

14.11.1 Where the Health and Safety Committee and the Canada Labour Code, **Part** II, requires it, the Company agrees to supply protective clothing and/or safety devices for employees on assignments (e.g., **remotes**, towers), where conditions require their use and to supply other special attire where required.

Employees have an obligation to **use** safety equipment, materials and clothing as supplied, to follow procedures with respect **to** their **use and to** take all reasonable precautions **to** ensure the safety of themselves and fellow employees.

14.11.2 A first-aid kit will be maintained in each **work** area or vehicle, **as** determined by the Health and Safety Committee. Where appropriate, vehicles provided by the Company for travel **to** and **from** remote sites shall contain: first aid kits, foul weather gear, basic tools, and a safety partition.

Employees have **an** obligation to inspect supplied equipment on **a** regular basis and report any deficiencies to their Supervisor or Department Manager.

14.11.3 The Company shall pay a monthly bonus of thirty dollars (\$30.00) (not to be included in the base rate) to each employee [to **a** maximum of four **(4)** at **any** one time] who holds **a** valid Industrial First Aid Certificate including **a** CPR qualification. **As** the intent of this qualification is to have four **(4)** bargaining unit members contribute towards the fulfillment of the Company's obligation to provide a safe workplace, the selection shall be made **after** prior consultation with the Union. **An** employee receiving this bonus shall have an obligation to provide first-aid services.

14.11.4 All ladders used on; electrical outlets, scaffolding **and** platforms must be in compliance **with** safety laws.

14.11.5 No employee shall be disciplined or discharged for refusal to **work** on **a** job in any work place or to operate any equipment where they have reasonable grounds **to** believe that it would be unsafe or unhealthy to do **so** or where it would be contrary to applicable Federal, Provincial, or Municipal regulations or legislation. Where, in such circumstances, the employee does not work, the employee shall not suffer **a** loss of **pay**.

14.11.6 The Company shall provide inspections and necessary repairs to VDT's and CRT's **to** ensure that equipment meets pertinent Federal or Provincial standards. The Company will provide for employees who are pregnant and who operate VDT's or CRT's protective screens for the duration of the pregnancy.

14.11.7 A Joint Health and Safety Committee shall be constituted consisting of **two (2)** representatives of the Company and **two (2)** representatives of the Union, which shall identify any **potential dangers and health hazards**, and obtain information from the Company or other persons respecting the identification of hazards and health and safety practices elsewhere. The Committee shall meet at least once a month. **Notes** shall be **taken** of all meetings and copies shall be sent to the Company and the Union. Time spent on the Safety Committee to attend meetings or inspections will be considered as time worked.

14.11.8 **Two (2)** representatives of the Joint **Health** and Safety Committee, one **(1)** from management and one (1) from the Union, shall make periodic inspections of the work place and equipment and shall report to the Health and Safety Committee the results of their inspection. Time spent on such inspections shall be considered **as** time worked.

14.11.9 The Joint Health and Safety **Committee** shall have access to the accident reports submitted to the Company, its carrier and the government or its agencies, but in no case the medical record of any employee without the express written consent of the employee.

ARTICLE 15**Meal Periods and Break Periods**

15.1 First Meal Period - Unless mutually acceptable arrangements are made **among** a majority of employees assigned to a particular project, or the employee is free to determine the scheduling of the meal period, the first meal period of not less than thirty (30) minutes and not more than one (1) hour shall commence not earlier than the beginning of **the fourth (4th)** hour and be completed by **the** beginning of the seventh (**7th**) hour. Employees who are scheduled to work on a regular **ten (10)** to twelve (**12**) hour tour of duty will have a first meal period of **one (1)** hour which shall commence not earlier than **the** beginning of the **fifth (5th)** hour and be completed by the beginning of the eighth (8th) hour. Time under this article shall **be computed from the** beginning of the work day.

15.2 Second and Succeeding Meal Period -

(a) Employees who **are** not on a regular twelve (**12**) hour tour of duty **and** are required to work more than a ten (**10**) hour tour of duty will be assigned a second meal period of not less than **thirty (30)** minutes **nor** more than sixty (60) ~~minutes~~ during **the** ninth (**9th**), tenth (**10th**) or eleventh (11th) hour of the tour.

(b) **An** additional meal period of not less than thirty (30) minutes and not more than sixty (**60**) minutes will be assigned when employees are required to work more than a fifteen (**15**) hour tour of duty.

9. A

15.2.1 Eleven dollars and fifty cents (\$1 **1.50**) shall be paid **to** compensate for the cost of this second or succeeding meal, provided that compensation in Article 12.2 has not been claimed.

15.3 Meal Displacement Penalty - When an employee **has** not been given a meal period within the time limits required by Articles 15.1 and 15.2, the employee shall be compensated an additional thirty (30) minutes or **sixty (60)** minutes, depending **on** the length of the meal period that should have been received, **at one and one-half (1%) times** the employee's basic rate, computed separately **from** the work week, in addition to the overtime payment for the additional time worked.

15.4 Meals on Remotes - In the event that a location is **so** situated that no facilities serving food **are** readily available to the employees during the assigned meal period, the Company shall:

(a) allow the employees sufficient added time and supply adequate transportation to travel to a place where food can be obtained, or

(b) at its own expense furnish the employees with an appropriate meal which shall include a hot main course where circumstances permit. When the Company supplies **an** appropriate meal the allowances in Article 15.2.1 shall not be paid.

15.4.1 The Company may at its option provide **an** appropriate meal in accordance with Article 15.4 (b) to employees on remote location.

15.5 Employees shall not be required to travel ~~from~~ their assigned location to other studios or remote locations during their meal periods or any part thereof.

15.6 Except in extreme circumstances no employee shall be required to work more than six (6) hours without a meal period.

15.7 Rest Periods - All employees shall be entitled to two (2) fifteen (15) minute rest periods during each tour of duty. Rest periods shall be arranged so as not to interfere with the efficient operation of the station. Rest periods shall not be deducted from hours of work.

ARTICLE 16

General Wage Provisions and Wages

11. a. 3

16.1 Employees shall be paid according to the wage schedule of the classification for which they are hired and/or assigned, with credit for years of service within the classification and any credit for industry experience recognized by the Company at the time of hiring.

16.2 Progression up the salary schedule within each classification shall automatically occur on the first day of the month following nearest to the employee's semi-annual or annual anniversary date of hire, transfer or promotion to the wage classification.

16.3 When an employee is transferred into a higher pay classification, the employee shall move into the higher salary scale on the first day of the next complete pay period and

receive a salary increase which would place the employee on the next higher wage step in the new group, and shall automatically progress upward on the annual or semi-annual anniversary date of their transfer.

16.4 Approximately one-half (½) of the employee's regular net monthly salary will be paid on the 15th of the month and the balance on the ~~last~~ day of the month by cheque or bank deposit. Where the ~~15th~~ or the last day ~~of~~ the month falls on a Saturday, Sunday or a legal banking holiday the payment will be made the previous Friday. Overtime and penalty payments will be ~~made~~ in conjunction with the regular ~~salary~~ payments no later than ~~two~~ pay periods following the pay period during which it was earned and claimed.

16.4.1 Unless the Company decides otherwise, employees shall, on a weekly basis, complete and submit their time sheets on the forms provided by the Company.

16.4.2 It is the responsibility of the employee to make claims for any and all premiums, bonuses and/or penalties (collectively referred to as "Additional Pay") owed to them by ~~the~~ Company. Employees must indicate any and all additional pay claimed on the time sheet submitted for the week in which ~~such~~ additional pay ~~was~~ **earned**. The time sheets ~~as~~ submitted by the employee shall be reviewed by ~~the~~ Company to ensure that the Agreement ~~has~~ been properly applied, based on the information contained on the time sheet.

Employees will be advised of any changes made on their time sheet ~~after~~ their original submission ~~and~~ a photocopy will be provided the employee, if requested.

16.5 Wage Groups and Classifications - Senior positions within the following classifications are merit appointments and may be filled at the Company's discretion:

| | |
|--------------------------------------|------------------------------------|
| Building Maintenance #1 | Shipper |
| Cleaner | Summer Student |
| Hospitality/Special Events Assistant | Switchboard/Receptionist |
| Labourer | TVA (Television <i>Assist</i> ant) |
| Receptionist | |

| Gp A | Jul 1/03 | Bi-mthly | Hrly | Oct 1/04 | Bi-mthly | Hrly | Oct 1/05 | Bi-mthly | Hrly |
|----------------|-----------------|-------------------|----------------|-----------------|-------------------|-------------|-----------------|-----------------|-------------|
| Start | 27,399 | \$1,441.62 | \$13.17 | \$28,221 | \$1,175.87 | \$13.57 | \$29,067 | \$1,211.14 | \$13.97 |
| 06 mths | 28,805 | \$1,200.20 | \$13.85 | \$29,669 | \$1,236.21 | \$14.26 | \$30,559 | \$1,273.30 | \$14.69 |
| 12 mths | 30,181 | \$1,257.53 | \$14.51 | \$31,086 | \$1,295.26 | \$14.95 | \$32,019 | \$1,334.12 | \$15.39 |
| 24 mths | 31,558 | \$1,314.91 | \$15.17 | \$32,504 | \$1,354.35 | \$15.63 | \$33,480 | \$1,394.98 | \$16.10 |
| 36 mths | 32,935 | \$1,372.28 | \$15.83 | \$33,923 | \$1,413.45 | \$16.31 | \$34,940 | \$1,455.85 | \$16.80 |

GROUP "B"

| | |
|--------------------------------------------|--------------------------------|
| Accounting Clerk #1 | Merchandising Assistant |
| Assistant Public Affairs | Programming Assistant |
| Assistant Public Relations | Promotional Assistant |
| Closed Captioning Transcriptionist | Promotions/Publicity Assistant |
| Communications Assistant - Bravo/Space/DIC | Secretary |
| Building Maintenance #2 | Traffic Co-ordinator Junior |
| Librarian Junior | Unit Assistant |
| | Web Content Coordinator I |

| Gp B | Jul 1/03 | Bi-mthly | Hrly | Oct 1/04 | Bi-mthly | Hrly | Oct 1/05 | Bi-mthly | Hrly |
|---------|----------|------------|---------|----------|------------|---------|----------|------------|---------|
| Start | \$28,805 | \$1,200.20 | \$13.85 | \$29,669 | \$1,236.21 | \$14.26 | \$30,559 | \$1,273.30 | \$14.69 |
| 06 mths | \$30,181 | \$1,257.53 | \$14.51 | \$31,086 | \$1,295.26 | \$14.95 | \$32,019 | \$1,334.12 | \$15.39 |
| 12 mths | \$31,558 | \$1,314.91 | \$15.17 | \$32,504 | \$1,354.35 | \$15.63 | \$33,480 | \$1,394.98 | \$16.10 |
| 24 mths | \$34,481 | \$1,436.72 | \$16.58 | \$35,516 | \$1,479.82 | \$17.07 | \$36,581 | \$1,524.21 | \$17.59 |
| 36 mths | \$37,404 | \$1,558.48 | \$17.98 | \$38,524 | \$1,605.24 | \$18.52 | \$39,681 | \$1,653.39 | \$19.08 |

GROUP "C"

| | | |
|---------------------------------------------------|------------------------------------|----------------------------------------|
| Accounting Clerk #2 | Dance Co-ordinator | Production Co-ordinator Interactive |
| Asst. Mtce. Supervisor | Floor Director | Promotion Co-ordinator |
| Building Maintenance #3 | Graphic Artist | Programming Assistant Senior |
| Camera Operator Junior | Hospitality/Special Events Co-or. | Programming Asst./Editor |
| Carpenter | Librarian | Technical Assistant |
| Closed Captioning Operator | Make-up Artist | Technical Storekeeper |
| Communications Co-ordinator | Media Digitizer | Traffic Co-ordinator |
| Co-ordinator - Social Policy / Media Education | Production Asst. #1 - CITY/MUCH | Web Content Coordinator II |
| Court Artist | Production Co-ordinator | |

| Gp C | Jul 1/03 | Bi-mthly | Hrly | Oct 1/04 | Bi-mthly | Hrly | Oct 1/05 | Bi-mthly | Hrly |
|---------|----------|------------|---------|----------|------------|---------|----------|------------|---------|
| Start | \$31,558 | \$1,314.91 | \$15.17 | \$32,504 | \$1,354.35 | \$15.63 | \$33,480 | \$1,394.98 | \$16.10 |
| 06 mths | \$32,935 | \$1,372.28 | \$15.83 | \$33,923 | \$1,413.45 | \$16.31 | \$34,940 | \$1,455.85 | \$16.80 |
| 12 mths | \$34,481 | \$1,436.72 | \$16.58 | \$35,516 | \$1,479.82 | \$17.07 | \$36,581 | \$1,524.21 | \$17.59 |
| 24 mths | \$37,404 | \$1,558.48 | \$17.98 | \$38,526 | \$1,605.24 | \$18.52 | \$39,681 | \$1,653.39 | \$19.08 |
| 36 mths | \$40,186 | \$1,674.40 | \$19.32 | \$41,391 | \$1,724.63 | \$19.90 | \$42,633 | \$1,776.37 | \$20.50 |
| 48 mths | \$43,248 | \$1,802.02 | \$20.79 | \$44,546 | \$1,856.08 | \$21.42 | \$45,882 | \$1,911.76 | \$22.06 |

GROUP "D"

| | | | |
|----------------------------------------|----------------------------------|------------------------------------------|---------------------------------|
| Accounting Clerk <i>Senior</i> | Electronic Graphics CITY/Much | Music Programmer Assistant | Technical Storekeeper Senior |
| Advertising Co-ordinator | Electronic Graphics - | Prod. Assistant #2 - | Traffic Co-ordinator |
| Assignment Editor Junior | ENG Editor Junior | Prod. Assistant #2 - News | Traffic Floater |
| Camera Operator | ENG Camera Operator Junior | Production Co-or. Senior | VTR Operator |
| Carpenter Senior | Feedroom Operator | Production Co-or. Senior Interactive | Weather Graphics Operator |
| Closed Captioning Operator Senior | Floor Director Senior | Programming Assistant / Editor Senior | Web Content Co-or. III |
| Closed Captioning Production Co-or. | Graphic Designer | Researcher | Web Designer |
| Co-ord. - On-air Promo. | Library Supervisor | Shipping Supervisor | Web Media Encoder |
| EFP Camera Operator Jr. | Lighting Technician | Sports Assistant | |
| EFP Editor Junior | Make Up Artist Senior | | |

| Gp D | Jul 1/03 | Bi-mthly | Hrly | Oct 1/04 | Bi-mthly | Hrly | Oct 1/05 | Bi-mthly | Hrly |
|---------|----------|------------|---------|----------|------------|---------|----------|------------|---------|
| Start | \$34,481 | \$1,436.72 | \$16.58 | \$35,516 | \$1,479.82 | \$17.07 | \$36,581 | \$1,524.21 | \$17.59 |
| 06 mths | \$35,913 | \$1,496.39 | \$17.27 | \$36,991 | \$1,541.28 | \$17.78 | \$38,100 | \$1,587.52 | \$18.32 |
| 12 mths | \$37,404 | \$1,558.48 | \$17.98 | \$38,526 | \$1,605.24 | \$18.52 | \$39,681 | \$1,653.39 | \$19.08 |
| 24 mths | \$40,186 | \$1,674.40 | \$19.32 | \$41,391 | \$1,724.63 | \$19.90 | \$42,633 | \$1,776.37 | \$20.50 |
| 36 mths | \$43,248 | \$1,802.02 | \$20.79 | \$44,546 | \$1,856.08 | \$21.42 | \$45,882 | \$1,911.76 | \$22.06 |
| 48 mths | \$46,030 | \$1,917.93 | \$22.13 | \$47,411 | \$1,975.47 | \$22.79 | \$48,834 | \$2,034.74 | \$23.48 |
| 60 mths | \$49,093 | \$2,045.55 | \$23.60 | \$50,566 | \$2,106.92 | \$24.31 | \$52,083 | \$2,170.12 | \$25.04 |

| | | | |
|-----------------------------------|-----------------------------------------------------|---------------------------------------|-------------------------------------|
| Assignment Editor | Closed Captioning Co-ordinator | Field Producer | Segment Producer |
| Assistant Director - MUCH | <i>Closed captioning</i> - Production Supervisor | Graphic Designer Senior | Tape coordinator - CP-24 |
| Assistant Lighting Director | EFP Camera Operator | Live Eye Operator | Unit Production Manager |
| Audio Operator | EFP Editor | Production Assistant Sr. CITY/MUCH | VTR Editor |
| Audio CP24 | ENG Camera Operator | Production Assistant Sr. News | VTR Operator Senior |
| Automated MCR Operator I | ENG Editor | production Floater - CITY/MUCH | Weather Graphics Operator Senior |
| Broadcast Technician Assistant | Electronic Graphic Opr. Senior - CITY/MUCH | | Writer - Interactive |
| Broadcast Co-ordinator | Electronic Graphic Operator Sr. - News | Production Floater - News | Writer Jr. - News |
| Camera Operator Senior | Feedroom Operator Sr. | Programming Supervisor | |

| Gp E | Jul 1/03 | Bi-mthly | Hrly | Oct 1/04 | Bi-mthly | Hrly | Oct 1/05 | Bi-mthly | Hrly |
|----------------|-----------------|-------------------|----------------|-----------------|-------------------|----------------|-----------------|-------------------|----------------|
| Start | \$37,404 | \$1,558.48 | \$17.98 | \$38,526 | \$1,605.24 | \$18.52 | \$39,681 | \$1,653.39 | \$19.08 |
| 06 mths | \$40,186 | \$1,674.40 | \$19.32 | \$41,391 | \$1,724.63 | \$19.90 | \$42,633 | \$1,776.37 | \$20.50 |
| 12 mths | \$43,248 | \$1,802.02 | \$20.79 | \$44,546 | \$1,856.08 | \$21.42 | \$45,882 | \$1,911.76 | \$22.06 |
| 24 mths | \$46,030 | \$1,917.93 | \$22.13 | \$47,411 | \$1,975.47 | \$22.79 | \$48,834 | \$2,034.74 | \$23.48 |
| 36 mths | \$49,093 | \$2,045.55 | \$23.60 | \$50,566 | \$2,106.92 | \$24.31 | \$52,083 | \$2,170.12 | \$25.04 |
| 48 mths | \$51,904 | \$2,162.68 | \$24.95 | \$53,461 | \$2,227.56 | \$25.70 | \$55,065 | \$2,294.39 | \$26.47 |
| 60 mths | \$54,883 | \$2,286.79 | \$26.39 | \$56,529 | \$2,355.39 | \$27.18 | \$58,225 | \$2,426.05 | \$27.99 |

| | | | |
|-----------------------------------|-------------------------------|-------------------------------|-----------------------------------|
| Assignment Editor senior | Carpentry Supervisor | Field Producer Senior | Post production Co-ord. MUCH |
| Associate Producer - CITY/MUCH | Commercial Producer | IT Technician I | Producer/Writer - Promotions |
| Associate Producer - News | Computer Graphics Designer | | Senior - CITY/MUCH |
| Audio Operator Senior | EFP Camera Operator Senior | Live Eye Segment | Production Floater Senior-News |
| Audio CP24 Senior | EFP Editor Senior | Music Programmer | Segment Producer senior |
| Automated MCR Operator II | ENG Camera Operator senior | Operations Floater | Technical Director - Live Eye |
| Broadcast Technician I | ENG Editor Sr. | Operations Floater MCR/VTR | Writer News |

| Gp F | Jul 1/03 | Bi-mthly | Hrly | Oct 1/04 | Bi-mthly | Hrly | Oct 1/05 | Bi-mthly | Hrly |
|----------------|-----------------|-------------------|----------------|-----------------|-------------------|----------------|-----------------|-------------------|----------------|
| Start | \$40,186 | \$1,674.40 | \$19.32 | \$41,391 | \$1,724.63 | \$19.90 | \$42,633 | \$1,776.37 | \$20.50 |
| 06 mths | \$43,248 | \$1,802.02 | \$20.79 | \$44,546 | \$1,856.08 | \$21.42 | \$45,882 | \$1,911.76 | \$22.06 |
| 12 mths | \$46,030 | \$1,917.93 | \$22.13 | \$47,411 | \$1,975.47 | \$22.79 | \$48,834 | \$2,034.74 | \$23.48 |
| 24 mths | \$49,093 | \$2,045.55 | \$23.60 | \$50,566 | \$2,106.92 | \$24.31 | \$52,083 | \$2,170.12 | \$25.04 |
| 36 mths | \$51,904 | \$2,162.68 | \$24.95 | \$53,461 | \$2,227.56 | \$25.70 | \$55,065 | \$2,294.39 | \$26.47 |
| 48 mths | \$54,883 | \$2,286.79 | \$26.39 | \$56,529 | \$2,355.39 | \$27.18 | \$58,225 | \$2,426.05 | \$27.99 |
| 60 mths | \$59,238 | \$2,468.27 | \$28.48 | \$61,016 | \$2,542.31 | \$29.33 | \$62,846 | \$2,618.58 | \$30.21 |

GROUP "G"

| | | |
|---------------------------------------|--------------------------|------------------------------------|
| Associate Producer Senior - CITY/MUCH | Director - CITY/MUCH | Operations Floater Senior |
| Associate Producer Senior - News | Director - News | Prod./Writer Promotions Senior |
| Automated MCR Operator III | Director/Technical Dir. | Promotion Supervisor - MUCH |
| Building Mtce. Supervisor | Editor - CHUM/CITY | Technical Director |
| Broadcast Technician II | IT Technician II | Web Designer Senior |
| Commercial Producer Senior | Lighting Director Senior | Web Developer |
| Computer Graph. Design Senior | Line Producer | Writer - Advertising and Promotion |
| | | Writer Senior - News |

| Gp G | Jul 1/03 | Bi-mthly | Hrly | Oct 1/04 | Bi-mthly | Hrly | Oct 1/05 | Bi-mthly | Hrly |
|----------------|-----------------|-------------------|----------------|-----------------|-------------------|----------------|-----------------|-------------------|----------------|
| Start | \$43,248 | \$1,802.02 | \$20.79 | \$44,546 | \$1,856.08 | \$21.42 | \$45,882 | \$1,911.76 | \$22.06 |
| 06 mths | \$46,030 | \$1,917.93 | \$22.13 | \$47,411 | \$1,975.47 | \$22.79 | \$48,834 | \$2,034.74 | \$23.48 |
| 12 mths | \$49,093 | \$2,045.55 | \$23.60 | \$50,566 | \$2,106.92 | \$24.31 | \$52,083 | \$2,170.12 | \$25.04 |
| 24 mths | \$51,904 | \$2,162.68 | \$24.95 | \$53,461 | \$2,227.56 | \$25.70 | \$55,065 | \$2,294.39 | \$26.47 |
| 36 mths | \$54,883 | \$2,286.27 | \$26.39 | \$56,529 | \$2,355.39 | \$27.18 | \$58,225 | \$2,426.05 | \$27.99 |
| 48 mths | \$59,238 | \$2,468.27 | \$28.48 | \$61,016 | \$2,542.31 | \$29.33 | \$62,846 | \$2,618.58 | \$30.21 |
| 60 mths | \$65,083 | \$2,711.80 | \$31.29 | \$67,036 | \$2,793.15 | \$32.23 | \$69,047 | \$2,976.95 | \$33.20 |

| | | |
|-----------------------------|---------------------------|-------------------------------------------------------|
| Director Senior - CITY/MUCH | Editor Senior - CHUM/CITY | Producer - Special Events/ Concerts |
| Director Senior - News | EFP Camera Supervisor | Supervising Writer, News |
| ----- Senior | ENG Camera Supervisor | On-Air Promo MM/MMM |
| Broadcast Technician III | ENG Editing Supervisor | Supervising Writer/Producer On-Air Promo Space/DIC |
| | IT Technician III | Technical Director Senior |

| Gp H | Jul 1/03 | Bi-mthly | Hrly | Oct 1/04 | Bi-mthly | Hrly | Oct 1/05 | Bi-mthly | Hrly |
|---------|----------|------------|---------|----------|------------|---------|----------|------------|---------|
| Start | \$49,093 | \$2,045.55 | \$23.60 | \$50,566 | \$2,106.92 | \$24.31 | \$52,083 | \$2,170.12 | \$25.04 |
| 12 mths | \$51,904 | \$2,162.68 | \$24.95 | \$53,461 | \$2,227.56 | \$25.70 | \$55,065 | \$2,294.39 | \$26.47 |
| 24 mths | \$54,883 | \$2,286.79 | \$26.39 | \$56,529 | \$2,355.39 | \$27.18 | \$58,225 | \$2,426.05 | \$27.99 |
| 36 mths | \$59,238 | \$2,486.79 | \$28.48 | \$61,016 | \$2,541.31 | \$29.33 | \$62,846 | \$2,618.58 | \$30.21 |
| 48 mths | \$64,859 | \$2,702.44 | \$31.18 | \$66,804 | \$2,783.51 | \$32.12 | \$68,808 | \$2,867.02 | \$33.08 |
| 60 mths | \$70,956 | \$2,956.50 | \$34.11 | \$73,085 | \$3,045.20 | \$35.14 | \$75,277 | \$3,136.55 | \$36.19 |

GROUP "I"

| | |
|--------------------------------|--|
| Broadcast Technician IV | |
| IT Technician IV | |

| Gp I | Jul 1/03 | Bi-mthly | Hrly | Oct 1/04 | Bi-mthly | Hrly | Oct 1/05 | Bi-mthly | Hrly |
|----------------|-----------------|-------------------|----------------|-----------------|-------------------|----------------|-----------------|-------------------|----------------|
| Start | \$54,883 | \$2,286.79 | \$26.39 | \$56,529 | \$2,355.39 | \$27.18 | \$58,225 | \$2,426.05 | \$27.99 |
| 12 mths | \$59,238 | \$2,468.27 | \$28.48 | \$61,016 | \$2,542.31 | \$29.33 | \$62,846 | \$2,618.58 | \$30.21 |
| 24 mths | \$65,083 | \$2,711.80 | \$31.29 | \$67,036 | \$2,793.15 | \$32.23 | \$69,047 | \$2,876.95 | \$33.20 |
| 36 mths | \$70,956 | \$2,956.50 | \$34.11 | \$73,085 | \$3,045.20 | \$35.14 | \$75,277 | \$3,136.55 | \$36.19 |
| 48 mths | \$76,464 | \$3,186.00 | \$36.76 | \$78,758 | \$3,281.58 | \$37.86 | \$81,121 | \$3,380.02 | \$39.00 |

16.6.1 Employees in job classifications designated as Junior (Jr.) shall be transferred laterally (at the same wage level) to the next higher wage group within one (1) year of their employment.

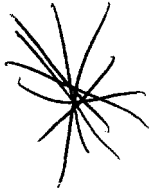
16.6.2 The rates in the above scales are minimum rates. Nothing in this Agreement shall prohibit the Company from paying an employee any amount more than the minimum rates.

16.6.3 For purposes of computation and this Agreement, the basic hourly rate of the employee shall be 1/2080 of the annual salary set forth above.

16.7 Stand-by - All employees except Supervisory and Transmitter employees assigned to stand-by shall be compensated at the rate of fifty dollars (\$50.00) per calendar day, on a scheduled day off. Stand-by pay shall be computed separately from the work week. The above allowances may not be accumulated.

Stand-by shall be defined as the employee having been officially designated as "on stand-by" on a day off who must be available to report to work if called. The wearing of a beeper, cell phone, or other communication device shall not by itself constitute "stand-by",

11. c. 5 / 50,000 \$ / day



16.8 Clothing Allowance - ENG Camera Operators, EFP Camera Operators and Live Eye Operators will receive a clothing allowance of up to four hundred dollars (**\$400.00**) every September and March 1st for the purchase of appropriate shirts, pants, winter parkas, boots, etc., upon presentation of receipts. A monthly cleaning allowance of forty dollars (\$40.00) will be paid to such employees upon presentation of receipts.

16.9 Seasonal Outerwear - The Company's full-time Camera Operators and Operations Floaters who are required to regularly work outdoors will receive an allowance of up to two hundred dollars (\$200.00) each September 1st for the purchase of appropriate seasonal outerwear upon presentation of receipts.

[REDACTED]
[REDACTED]
17 This Agreement shall [REDACTED], and shall [REDACTED] in force [REDACTED].

17.2 In the event that prior to the expiration date of this Agreement either party desires to negotiate a new Agreement, notice, in writing, by registered mail or fax shall be given to the other party not less than thirty (30) days and not more than one hundred and eighty (180) days prior to the expiry date of this Agreement. In the event such notice is not given, this Agreement shall continue in full force, until a new Agreement is concluded or until a lawful strike or lockout is executed, pursuant to the provisions of the Canada Labour Code, whichever first occurs.

17.3 Upon receipt of notice from either party of a desire to negotiate a new Agreement as provided in Article 17.2 above, a meeting shall be held between the parties within twenty **(20)** days for the purpose of negotiations and further meetings shall be held **as** frequently **as** possible until settlement is reached, **or** until either party makes application for conciliation.

17.4 If neither party gives notice of termination **nor** a desire **to** negotiate **a** new Agreement, this Agreement shall be automatically renewed for a further period of one (1) year,


17.5 The parties to this Agreement declare that it contains responsibilities **and** obligations for each such party and that in signing the Agreement, it binds the parties during the Agreement to do everything they are required to do **by** the Agreement and to refrain from doing anything they are not permitted to do by the Agreement. The parties further **understand and** declare that in case any provisions of this Agreement **are** now, or hereafter, inconsistent with **any** statute of Canada or **any** Order-in-Council or regulations passed there under, such provisions **shall** be to that extent deemed null and void or shall be applied in such manner as will conform with law.

In witness whereof the parties hereto have caused this agreement to be executed by their duly authorized representatives this 9th day of November, 2004.

CHUM Television, Toronto

C.E.F. CFC Canada


Robert Wright

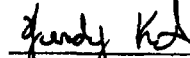

David Lewington


John Morrison


Kelly Dobbs



Karen Reid



Sandy Carroll


Wendy Kleswetter


Jeanine Appleton-Bott


Neil Staite


Karyn Popel


Ray Orsava

Attachment No.1
Re: Article 14.1.1

I/we the undersigned employee(s) request a change in
scheduled shifts as follows:

.....
.....

I/we agree to waive or modify the following scheduling
penalties or premiums as provided in the Collective
Agreement:

.....

Approved by Local:.....

Date:.....

Employee(s).....

Date:.....

COMPANY POLICY

NON-DISCRIMINATION/HARASSMENT POLICY

Preamble

All employees of the Company are entitled to employment in a work environment that is free from all forms of discrimination, including personal harassment. This Policy and procedure outlines the commitment of **CHUM Limited** to ensure a **harassment-free** workplace as required under the Canadian Human Rights Act and will act as a guide to employees in adhering to legal and social guidelines regarding the recognition and prevention of harassment.

This Policy exists to underline the seriousness of workplace harassment and to establish that there is no acceptable level of harassment **within the Company**. Employees who feel that they **are being harassed** are encouraged to seek protection under this policy.

Proscribed grounds include race, national or ethnic origin, colour, religion, age, gender, marital **status**, family status, disability and conviction for which a pardon has been granted.

Harassment on any of these grounds, including personal and sexual harassment, is a **form** of misconduct.

The Company **has** made and will continue to **make** every reasonable effort to ensure that no employee is subject to discrimination or harassment by any other employee, while performing his/her employment responsibilities.

Definition of Discrimination/Harassment

Harassment is defined as a "course of vexatious comment or conduct that is **known** or ought reasonably to be known to be unwelcome, that denies individual dignity and respect on the basis of such grounds as sex, disability, race, colour, sexual orientation and other prohibited grounds." All employees **are** expected **to** treat others with courtesy and consideration and to discourage harassment.

Conduct that is discriminatory or harassing may involve one or a series of incidents. Conduct that occurs when:

- a) submission to such conduct is reasonably perceived as a term or condition of employment (including availability or continuation of **work**, promotional or training opportunities);
- b) submission **to** or rejection of such conduct is used **to** influence decisions or employment matters;
- c) such conduct interferes with an individual's **job** performance;
- d) such conduct humiliates, insults or intimidates any individual.

Discrimination or harassment **can** include (but is not limited **to**):

- a) verbal abuse or threats;
- b) unwelcome **remarks**, jokes and innuendos, or taunting about a person's body, attire, or **sexual** orientation;

- c) practical jokes which cause awkwardness or embarrassment;
- d) unwelcome invitations or requests, whether indirect or explicit, or intimidation;
- e) leering at a person's body or other gestures;
- f) condescension which undermines self-respect;
- g) unnecessary physical contact such as touching, patting, pinching, punching;
- h) physical (sexual) assault.

What Harassment is Not

Properly discharged supervisory responsibilities including disciplinary action are not considered to be harassment. Neither is **this** policy meant **to** inhibit free speech or interfere with normal social relations.

How to Tell If Harassment has Occurred

Harassment will be considered to have taken place if a reasonable person ought to have known that such behaviour was unwelcome. Examples of questions that would indicate whether an activity is welcomed, are:

- a) Would you want that employee acting the same way with your **own** loved one (your spouse or child)?
- b) Would that employee behave the same way if someone they were in a relationship with was standing nearby?

c) Was there an equal initiation and participation between the employees?

What to Do if You Are Being Discriminated Against or Harassed

Discriminated Against - An employee who believes that he or she has been discriminated against under the provisions of the Canada Human Rights Act should raise the matter with his/her Department Head.

Harassed - An employee who believes that he or she is being harassed should not assume that the problem will go away by itself. The employee should not assume that the harassment has to be endured because of possible retaliation, nor should the employee feel guilty or embarrassed. The following steps should be followed

Step 1: Say "**NO!**". Tell the person who is harassing you that his or her behaviour is unwelcome by clearly describing the behaviour **that** you **find** unacceptable and asking that the behaviour stop.

Step 2: Make a record of the harassment - date, time, location, what happened, witnesses, **any** action **you** took to stop the behaviour.

Step 3: If the harassment continues despite your objections, lodge a complaint with **your** Department Head. The record from Step 2 will assist in the investigation of the complaint.

3.a.1

NOTE - In either case, if you believe that it would be inappropriate to lodge the complaint **with** your Department Head, then you should lodge the complaint with the General Manager.

Resolving the Complaint

3.a.1

Upon receipt of **a** complaint, **an** investigation will be undertaken which will involve interviewing: the complainant, the alleged harasser, and anyone else who has information.

The alleged harasser will be made aware of the complaint and be given an opportunity to respond.

All information gathered will be held in strict confidence and documented.

The complainant's name and/or the circumstances relating to the Complaint will not be disclosed to any person except where disclosure is necessary for the purpose of investigating the complaint or initiating disciplinary measures.

If harassment is founded, the harasser will be subject to appropriate discipline up to and including termination.

If the complaint is found to be without merit, all documentation will be destroyed. In order to protect the alleged harasser's reputation, those individuals who were involved in the investigation will be advised that the complaint was unfounded,

LETTER OF UNDERSTANDING NO. 1
Videographem

This letter of Understanding between City-TV, MuchMusic Network and **BRAVO!**, divisions of CHUM Limited (hereinafter referred to as the "Company") and the Communications, Energy and Paperworkers Union of Canada (hereinafter referred to as the "Union"), **sets** forth a common understanding regarding the Company's employment of Videographem **as** follows:

1. **Videographers** are reporters who use camera equipment to perform their employment duties and are excluded from the Bargaining Unit, **as** defined in the Collective Agreement between the parties herein.
2. It is not the policy **of** the Company **to** have **Videographers** performing duties that **are** substantially similar to the duties of **ENG** camera operators and **EFP** camera operators, or **to** permanently displace **ENG** camera operators and **EFP** camera operators in the Bargaining Unit by having **Videographers** performing their duties. However, notwithstanding that the primary function of Videographem **is to** shoot their **own** material, they may be requested, from time to time, **to** replace **ENG** operators and **EFP** operators on an incidental basis (e.g., for emergencies; to replace **ENG** operators and **EFP** operators who are taken ill, etc.).
3. The Company will not require **ENG** operators and **EFP** operators to become **Videographers** against their will.

Robert Wright
for the Company

David Lewington
for the Union

LETTER OF UNDERSTANDING NO. 2

Outside Activities - Independent Production

Further to the provisions of Article 11.9, it is understood that employees wishing to involve themselves on their **own** time as members of Independent Productions will adhere to the following procedure:

The specific request will be put in writing and submitted to the appropriate manager for approval;

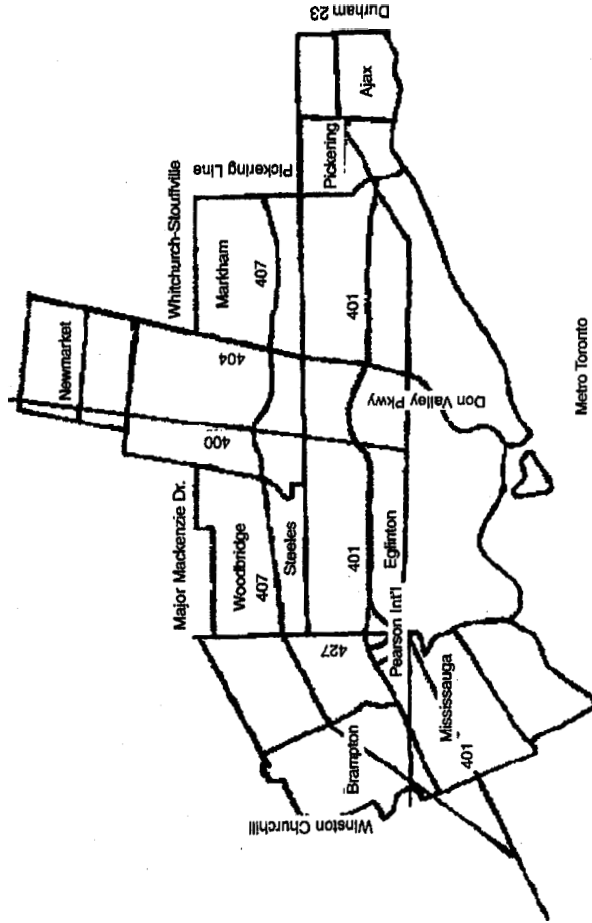
The request will contain the name of the project and production company and a brief description of the employee's involvement.

It is understood that requests will be considered on a fair and equitable basis giving due consideration to the aspirations of the employee and the competitive position of the Company. Such requests will be approved or denied without undue delay. If the request is denied the manager will give reasons for the denial.

Robert Wright
for the Company

David Lewington
for the Union

Re: Article 12.2.1 - Map of area for EFP Camera Operators and ENG Camera Operators



LETTER OF AGREEMENT #1

Steadicam Premium

The Company agrees to pay a Steadicam premium of \$2,000 annually to fill-time camera operators who are required to regularly operate a Steadicam, in addition to other compensation under this agreement, for operating Steadicam. Employees who perform this work on an occasional basis shall receive an upgrade equivalent to one dollar (\$1 .00) per hour.

Robert Wright
for the Company

David Lewington
for the Union

LETTER OF AGREEMENT #2**Right to Refuse Overtime**

An employee may refuse **to work** overtime, however, if all employees in a classification, in a department, refuse to **work** or cannot be reached to do the **work**, the Company will require the most junior qualified employee in the classification in the department **to** do the work. Where such assignment constitutes **more than** sixteen **(16)** hours of overtime **over** the fourteen **(14)** day period the next most junior qualified employee may be **so** assigned, **and so** on.

In the case of work **or an** assignment **of** a continuing nature or a business emergency, the employee **who** had been assigned to the work or assignment may be required to perform the overtime.

Robert Wright
for the Company

David Lewington
for the Union

LETTER OF AGREEMENT #3

Right to Refuse Work on a Day Off

An employee may refuse to work on a scheduled day off and shall not be penalized for such refusal, however where there is an unexpected absence of a scheduled employee, or where a business emergency requires it, work on a scheduled day off Will be assigned to any available qualified employee in inverse order of department seniority. Where such assignment constitutes more than sixteen (16) hours of overtime over the fourteen (14) day period the next most junior qualified employee may be so assigned, and so on.

An employee is available if they can be reached and directed to work. The Company will make a reasonable effort to reach a junior qualified employee before assigning a senior employee.

Robert Wright
for the Company

David Lewington
for the Union

LETTER OF AGREEMENT #4**Rest Periods - Reception**

The parties agree that reception employees who, due to the nature of certain shift assignments, are unable to take a rest period in accordance with Article 15.7 shall be allowed to add the missed rest period to the end of their shift to be paid at the appropriate overtime rate.

Robert Wright
for the Company

David Lewington
for the Union

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